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Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

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June 17, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**DEPARTMENT OF HEALTH SERVICES:
REQUEST FOR APPROVAL OF MEDICAL CONTROL AGREEMENTS AND
EMERGENCY MEDICAL TECHNICIAN-PARAMEDIC AGREEMENTS
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval of agreements with public and private paramedic providers for paramedic Advanced Life Support services.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Interim Director of Health Services, or his designee, to execute Medical Control Agreements, following signature by authorized representatives of County-approved public paramedic providers, for the provision of Advanced Life Support (ALS) services and use of Standing Field Treatment Protocols (SFTPs) by paramedics for certain patients, effective July 1, 2008, and continue in effect until terminated by either party, at no cost to the County.
2. Approve and instruct the Interim Director of Health Services, or his designee, to execute Emergency Medical Technician-Paramedic (EMT-P) Agreements, following signature by authorized representatives of County-approved private paramedic providers, for the provision of ALS services, effective July 1, 2008 through June 30, 2013, at no cost to the County.

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

3. Approve and delegate authority to the Interim Director of Health Services, or his designee, to execute form agreements with any future County-approved public or private paramedic service providers, at no cost to the County, upon review and approval by County Counsel and the Chief Executive Office, and notification to your Board.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTIONS

Approval of Recommendation No. 1 will allow the Interim Director of Health Services to execute agreements, substantially similar to Exhibit I, with County-approved public paramedic provider agencies, listed on Attachment A, to continue providing ALS services and the use of SFTPs to initiate paramedic activities in lieu of making base hospital contact for certain patients, provided that alternative arrangements for compliance are in place by the paramedic provider agency.

Approval of Recommendation No. 2 will allow the Interim Director of Health Services to execute agreements, substantially similar to Exhibit II, with County-approved private paramedic provider agencies, listed on Attachment B, to continue providing ALS services.

Approval of Recommendation No. 3 will authorize the Interim Director of Health Services to execute new medical control agreements and EMT-P Agreements, substantially similar to Exhibits I and II, with any future County-approved public or private providers within the parameters set forth herein.

Implementation of Strategic Plan Goal

These actions support Goal 1, Service Excellence of the County Strategic Plan by enhancing the quality and availability of prehospital care in the County.

FISCAL IMPACT/FINANCING

There is no net cost to the County.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

For a number of years, the County has contracted with County-approved public and private paramedic service providers for the provision of paramedic ALS services.

On June 5, 2003, the Board approved the execution of EMT-P agreements with 14 public and private paramedic service providers, effective July 1, 2003 through June 30, 2008.

The Department of Health Services (DHS) is the local Emergency Medical Services (EMS) Agency and is responsible for the development and maintenance of the EMS System, which includes the approval of paramedic providers in the County of Los Angeles.

Under provisions of Section 1797, et seq., of the California Health and Safety Code, the County maintains an ALS system under which paramedics provide ALS services.

Under the authority granted by Title 22, California Code of Regulations, Section 100169 (d), the County EMS Agency Medical Director may approve policies and procedures and/or contracts which allow a paramedic to initiate SFTP activities, without base hospital contact for medical direction, provided that alternative arrangements for compliance are in place by the paramedic provider agency.

The California Code of Regulations, Section 100167(b)(4) requires approved paramedic provider agencies to have a written agreement with the local EMS Agency to participate in the ALS program, including the EMS Agency's quality assurance program to improve patient care, and to comply with all applicable State regulations and local policies and procedures.

The recommended Medical Control and EMT-P Agreements are part of the ongoing development and maintenance of the County's EMS system, and are successor agreements to those expiring on June 30, 2008. DHS intends to seek an agreement with any other interested public provider.

Because many of these providers are government entities, with their own independent legal and policy obligations, and because these agreements satisfy a state regulatory requirement for a contract to be in place with ALS services providers (in contrast to a contract under which the County purchases goods and services), the following provisions have been eliminated in either or both of the medical control and EMT-P agreements: Prohibition Against Discrimination, Transitional Job Opportunities Preference Program, Contractor Responsibility and Debarment, Contractors Charitable

Activities Compliance, Child Support Compliance Program, Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law (almost all public providers are safely surrendered baby sites), Compliance with County's Jury Service Program and Consideration of Hiring GAIN/GROW Program Participants.

County Counsel has approved Exhibits I and II as to use and form.

CONTRACTING PROCESS

The public and private paramedic service providers who elect to execute the attached agreements are current participants in the County's EMS System and satisfy County criteria and conditions for participation.

Advertising these agreements on the County's On-Line Web Site is not applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of these agreements will allow the County to continue to effectively maintain and monitor the County's ALS program, while allowing for the utilization of SFTP's. The utilization of SFTP's by paramedics has decreased the number of calls to base hospitals for medical treatment orders. This reduction in base hospital contacts helps further reduce the amount of time a hospital spends on the base hospital radio, away from direct patient care.

When approved, DHS requires three signed copies of the Board's action.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:SRH:SAS
MLM:LT:yb

Attachments (4)

c: County Counsel
Interim Director, Department of Health Services

COUNTY-APPROVED PUBLIC PARAMEDIC SERVICE PROVIDERS

MEDICAL CONTROL AGREEMENT

AGENCY ADDRESSES AND CONTACT PERSONS

1. City of Los Angeles Fire Department (Agreement pending)
200 North Main Street
Los Angeles, California 90012
Attention: Douglas L. Barry, Fire Chief
Telephone: (213) 978-3800
E-Mail: firechief@lacity.org
2. Glendale Fire Department (Agreement executed)
421 Oak Street
Glendale, CA 91204
Attention: Donald Biggs, Fire Chief
Telephone: (818) 548-4814 Fax: (818) 547-1031
E-mail: dbiggs@ci.glendale.ca.us
3. La Habra Heights Fire Department (Agreement executed)
1245 North Hacienda Boulevard
La Habra Heights, CA 90631
Attention: John J. Nielsen, Fire Chief
Telephone: (562) 694-8283 Fax: (562) 694-4410
E-mail: johnn@la-habra-heights.org
4. San Gabriel Fire Department (Agreement executed)
1303 South Del Mar Avenue
San Gabriel, CA 91776
Attention: Joseph B. Nestor, Fire Chief
Telephone: (626) 308-2880 Fax (626) 280-6474
E-mail: jnestor@sgfd.org
5. Sierra Madre Fire Department (Agreement executed)
232 West Sierra Madre Boulevard
Sierra Madre, CA 91024
Attention: Roger Lowe, Fire Chief
Telephone: (626) 355-7135 Fax: (626) 355-2251
E-mail: smfdchief4@hotmail.com

COUNTY-APPROVED PRIVATE SERVICE PROVIDERS
EMERGENCY MEDICAL TECHNICIAN-PARAMEDIC AGREEMENT

AGENCY ADDRESSES AND CONTACT PERSONS

1. Melissa Harris, President
Ambuserve, Inc.
15105 S. Broadway Ave.
Gardena, CA 90248
Telephone: (310) 644-0500 Fax: (310) 644-4500
E-Mail: Melissah@Ambuserveambulance.Com
2. Scott White, General Manager
American Medical Response
1055 W. Avenue J.
Lancaster, CA 93534
Telephone: (661) 945-9312 Fax: (661) 945-9309
E-Mail: Swhite2@Amr-Ems.Com
3. Michael S. Summers, President
Mericare Ambulance Services
1059 E. Bedmar St.
Carson, CA 90746-3601
Telephone: (310) 835-9390 Fax: (310) 835-3926
E-Mail: Msummers@Americare.Org
4. Douglas R. Cain
Antelope Ambulance Service
169 W. Avenue J-5, Suite "A"
Lancaster, CA 93534
Telephone: (661) 951-1998 Fax: (661) 951-1188
E-Mail: Drcain@Antelope.Amb.Com
5. Daniel Graham, Exec. Gen. Mgr.
Apt Ambulance Service
1227 S. La Brea Ave.
Inglewood, CA 90301
Telephone: (310) 846-4000 Fax: (310) 846-4009
E-Mail: Dgraham@Aptambulance.Com
6. Brian Cates, President
Bowers Ambulance Service
3355 E. Spring St., Suite 301

Long Beach, CA 90806-2466
Telephone: (562) 988-6477 Fax: (562) 988-6466
E-Mail: Bcates@Bowersambulance.Com

7. Bill Weston, Ops. Director
Care Ambulance Service
1517 Braden Ct.
Orange, CA 92868
Telephone: (714) 828-7937 Fax: (714) 288-3889
E-Mail: Billw@Careambulance.Net
8. Robert Gerber, President
Gerber Ambulance Service
19801 Mariner Ave.
Torrance, CA 90503
Telephone: (310) 542-6464 Fax: (310) 542-1152
E-Mail: Rgerber@Gerambulance.Com
9. Suzanne Jackuback, Admin.
Guardian Ambulance Service
1854 E. Corson St., Suite #1
Pasadena, CA 91107
Telephone: (626) 792-3688 Fax: (626) 440-5941
E-Mail: Administrator@Guardianambulance.Org
10. Harvey L. Hall, President
Hall Ambulance Service
1001 Twenty-First St.
Bakersfield, CA 93301
Telephone: (661) 322-8741 Fax: (661) 334-1541
E-Mail: Hallh@Hallamb.Com
11. Michael Parker, President
Priority-One Medical Transport
740 S. Rochester Ave., "E"
Ontario, CA 91761-8179
Telephone: (800) 600-3370 Fax: (909) 948-4430
E-Mail: Mparker@Prioritylink.Com
12. Avetis Avetisyan, President
Prn Ambulance, Inc.
345 S. Woods Ave.
Los Angeles, CA 90027
Telephone: (323) 888-7750 Fax: (323) 888-1238
E-Mail: Avo@Prnambulance.Com

13. James H. Mcneal, President
Schaefer Ambulance Service
4627 W. Beverly Blvd.
Los Angeles, CA 90004
Telephone: (800) 472-4233 Fax: (323) 643-0433
E-Mail: J@Sas-Amb.Com
14. Olga Binman, Ceo
West Coast Ambulance
8721 Santa Monica Blvd.
Los Angeles, CA 90069
Telephone: (800) 880-0556 Fax: (323) 759-1245
E-Mail: Obinman@Hotmail.Com
15. Joseph Chidley, President
Westmed Ambulance Service
13933 S. Crenshaw Blvd.
Hawthorne, CA 90250
Telephone: (310) 219-1779 Fax: (310) 219-0713
E-Mail: Joe@Westmedambulance.Com



MEDICAL CONTROL AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

(NAME OF DEPARTMENT)

EFFECTIVE

JULY 1, 2008 – INDEFINITELY

MEDICAL CONTROL AGREEMENT

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MEDICAL CONTROL AGREEMENT

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Contract No. _____

MEDICAL CONTROL AGREEMENT

THIS AGREEMENT is made and entered into this _____ day
of _____, 2008,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

(hereafter "Provider").

WHEREAS, pursuant to the authority granted under the
Emergency Medical Services and Prehospital Emergency Medical
Care Personnel Act (Health and Safety Code, sections 1797.218,
et seq., hereinafter referred to as "Act"), County has
established and maintains, through the County's Department of
Health Services' (DHS) Emergency Medical Services Agency ("EMS
Agency"), an Advanced Life Support ("ALS") system providing
paramedic services for the delivery of emergency medical care to
the sick and injured at the scene of an emergency and during
transport to a general acute care or trauma hospital, until care
responsibility is assumed by the regular staff of that hospital,
and during training within the facilities of a participating
general acute care hospital; and

WHEREAS, pursuant to Sections 1797.204 and 1798, among
others, of the Act, the EMS Agency is responsible for system

coordination, medical oversight, and support of the delivery of Emergency Medical Services ("EMS") by provider agencies such as the _____ Fire Department ("Provider"); and

WHEREAS, the EMS Agency approves paramedic provider agencies to render through licensed and accredited paramedic personnel ALS level patient care in accordance with policies and procedures established by the EMS Agency and the State EMS Authority; and

WHEREAS, the Provider is an approved provider of prehospital emergency medical services within the City of _____, and desires to operate an ALS system in accordance with medical control policies and procedures established by the EMS Agency; and

WHEREAS, the EMS Agency is responsible for the designation and approval of EMS Aircraft used for EMS response in Los Angeles County, and that Title 22, California Code of Regulations, Section 100300(b)(4) requires the Provider to have a written agreement with its local EMS agency to participate in the EMS Aircraft program; and

WHEREAS, Provider seeks to operate EMS aircraft to be used for EMS response in the City of _____ through an agreement with the EMS Agency; and

WHEREAS, the respective roles of the parties in delivering EMS to the population of the City of _____

require significant detailed and cooperative efforts to ensure each party continues to fulfill its respective obligations; and

WHEREAS, the EMS Agency and the Provider agree that timely and effective trauma care, including the location and staffing of trauma centers and the Provider helicopter transportation, are an integral component of prehospital care within Los Angeles County; and

WHEREAS, the EMS Agency and the Provider further agree to cooperate with each other for the purpose of identification and facilitation of the delivery, maintenance, and improvement of prehospital care within Los Angeles County in order to meet the needs of Los Angeles County 9-1-1 patients efficiently and appropriately; and

WHEREAS, this Agreement (hereafter referred to as "Agreement"), in accordance with the intentions of the parties, will serve as a written agreement as required under Title 22, California Code of Regulations, Sections 100167(b)(4) and 100300(b)(4), between the EMS Agency and the Provider, for the purpose of developing and maintaining the working relationship between the parties.

NOW, THEREFORE, the parties agree as follows:

1. BASIS AND PURPOSE: The basis of this Agreement is the desire and intention of the parties to establish and define the roles and responsibilities of the EMS Agency and the Provider

relative to medical control in the delivery of prehospital care within Los Angeles County, other than specified herein, and Provider does not waive or modify any present rights under any statute by its execution of this Agreement.

2. TERM: The term of this Agreement shall commence on the date the Agreement is executed on behalf of all parties, with such date reflected on the top of page 1 of this Agreement and shall continue in full force and effect until terminated in accordance with the terms set forth herein.

Notwithstanding any other provision of this Agreement, the EMS Agency Medical Director may immediately suspend this Agreement in writing if it is reasonably determined that the health and safety of prehospital patients is in jeopardy.

3. ADMINISTRATION: The EMS Agency Medical Director or designee shall have the authority to administer this Agreement on behalf of County. The Fire Chief or designee is authorized to administer this Agreement on behalf of City.

4. CANCELLATION: Parties agree that either party may cancel this Agreement at any time for any reason, whether with or without cause, by giving at least one hundred eighty (180) calendar days prior written notice thereof to the other.

5. RESPONSIBILITIES OF THE EMS AGENCY: The EMS Agency shall be responsible for the following:

A. Perform Medical Control responsibility in the spirit of collaboration and cooperation with the Provider.

B. Establish and promulgate medical control policies and procedures consistent with State law and regulations, County ordinances, and Department policies and standards. EMS Agency shall distribute to newly approved Providers within sixty (60) calendar days of the execution of this Agreement, EMS Agency's Prehospital Care Policy Manual and Medical Guidelines, containing all EMS protocols and policies which the EMS Agency currently considers to be applicable to participants in the ALS system. Updates to the Prehospital Care Policy Manual will be distributed regularly.

C. Administer and coordinate all portions of the Los Angeles County EMS system including, but not limited to, interfacility transport, paramedic training, receiving hospitals, base hospitals, specialty centers and trauma centers to: (1) encourage and support the creation of paramedic training capacities consistent with EMS needs within Los Angeles County, and (2) collaborate with the Provider to assure an efficient receiving hospital system.

D. Coordinate, to the extent possible, the receiving hospital network to ensure the Provider's ability to deliver adequate service.

E. Engage in efforts at local, State, and federal levels related to the procurement of necessary funding for the purpose of maintaining the Los Angeles County EMS system, including the trauma network.

F. Collaborate with the Provider on an ongoing basis to promote availability of paramedic training and continuing education opportunities.

G. Maintain a base hospital network to ensure medical advice is available and delivered in a real-time, online (e.g., telephonic/radio) basis for EMS provider(s) by a licensed medical professional which may include hospital-based physicians and nurses or an alternate base station as needed.

H. Approve and monitor EMT-I and paramedic continuing education providers in an effort to provide quality continuing education.

I. Provide adequate, standardized training materials including the "Prehospital Care Policy Manual", guidelines, and updates.

J. Maintain, in accordance with Title 22, Section 100404(a)(1) ongoing development of a Countywide CQI Plan as a means of evaluating paramedic services provided. EMS Agency shall maintain its records related to such Countywide Continuous Quality Improvement ("CQI") Plan

confidential, subject to Section 1157 et seq. of the California Evidence Code, to the extent possible, and subject to disclosure upon sole discretion of the County. Provider input shall be solicited and considered regarding performance indicators and system components.

K. Manage the "ReddiNet" hospital radio system or equivalent for the Provider's system status management.

L. Assess compliance with policies and procedures of the EMS system by means of scheduled annual reviews, which may include site visits of Provider's ALS program. Any deviation from the annual review schedule shall be based on agreement of both parties. Such site visits shall be scheduled no less than thirty (30) days prior to the actual visit to allow the Provider sufficient time to assemble required material. A copy of the results of these reviews will be provided within thirty (30) working days. The EMS Agency shall maintain such reviews and other reports as confidential, subject to Section 1157 et seq. of the California Evidence Code, to the extent possible, and subject to disclosure upon sole discretion of the County.

M. Assess the ALS program by observing, on a first-hand basis, through prearranged field observations and/or attendance at the Provider's continuing education classes.

N. Assign ALS Units of the Provider to a designated base hospital(s) after consultation with the base hospitals and the Provider. These assignments may be changed from time to time by the EMS Agency Medical Director after consultation with the Provider and the affected base hospital(s). ALS Units may be reassigned to another base hospital in those instances when a designated base hospital gives notice that it is withdrawing from the system, when a designated base hospital is suspended or terminated from the prehospital care system, or when the Provider demonstrates that its ALS Unit would be better served by a different base hospital (e.g., communication problems). In the event reassignment occurs, the Provider, if it believes the new assignment is inappropriate, shall be given an immediate opportunity to provide written statements for consideration by the EMS Agency, with accompanying oral statements if desired, to the EMS Agency Medical Director in support of a different assignment.

O. Assume the following committee responsibilities:

- (1) coordinate the Los Angeles County Emergency Medical Services Commission ("EMSC") and its subcommittees so that the EMSC may analyze, review, and comment upon the EMS Agency policies and give advice to the County's Board of Supervisors, Director of DHS, and Director of the EMS

Agency regarding such policies; (2) coordinate and staff the EMS Agency's Provider Agency Advisory Committee ("PAAC") and Base Hospital Advisory Committee ("BHAC") in order to collaborate with provider(s) in making recommendations to the EMSC regarding ALS continuing education programs, training programs, licensure, certification, and other issues affecting the delivery of prehospital care in Los Angeles County; and (3) coordinate and staff the EMS Agency's Medical Advisory Council to serve as a regularly scheduled meeting forum to provide specialized medical advice to the EMS Agency Medical Director.

P. Maintain a comprehensive EMS data collection system, in consultation with the EMSC's Data Advisory Committee, which includes the following: (1) data collection file specifications; (2) data collection procedure manual; and (3) generation of quarterly summary reports and other reports requested by the Provider.

Q. Maintain confidentiality regarding all EMS responses and disclose information only as required by law.

R. Designate one or more individuals within its Agency with the primary responsibilities of communication and liaison with the Provider with respect to matters affecting the ALS delivery system under the jurisdiction of

the EMS Agency. Responsibilities shall also include: (1) periodic prearranged field observations and attendance at meetings related to the EMS system; and (2) conducting inventory inspections of each newly approved ALS Unit.

S. Provide paramedic training at its Paramedic Training Institute as long as the program is approved by the County's Board of Supervisors. Public provider agencies will be given priority for class registration within the limits of the community college system. Training spots are allocated on a "first come, first served" basis if more than one public provider is vying for a specific class. Provider may sponsor employees on a "space available" basis. Both public and private provider agencies are required to offset the cost of training at charges approved by the County's Board of Supervisors.

T. In collaboration with the Provider, participate in research endeavors and other programs, including, but not limited to, pilot studies.

U. In concert with the County's Internal Services Department, assume on-going responsibility for the design, development, timely implementation, and technical integrity of the Paramedic Communication System ("PCS"), including maintenance and repair of County-owned equipment and the development of PCS communication equipment specifications,

operating procedures, and maintenance standards. EMS Agency shall also, with assistance from the Provider, develop and maintain primary and secondary means of communication (e.g., phone, wireless, web based, infra-red based, satellite based cell/web) that facilitate optimal patient care.

V. Authorize, at its discretion, the use by a qualified Provider of Standing Field Treatment Protocols ("SFTPs") in the provision of ALS services in connection with emergency medical care in accordance with EMS Agency policy.

6. RESPONSIBILITIES OF THE EMS AGENCY MEDICAL DIRECTOR:

The EMS Agency Medical Director shall establish and maintain medical control by means of the following:

A. After consultation with the Provider Agency Medical Director through the EMS Agency's Medical Advisory Council, and in accordance with established guidelines and standards of care, develop and approve medical protocols specific to state scope of practice and other policies pertaining to paramedic base hospitals, paramedic and EMT-I personnel, paramedic service providers, and the EMS Agency. (The "Base Hospital Treatment Guidelines" and "Medical Control Guidelines", as may be amended, are incorporated herein by reference.)

B. Ensure compliance with all applicable State and federal laws and regulations relating to confidentiality and disclosure and shall maintain the confidentiality of copies of records, run reports, audio recordings and logs submitted hereunder and shall disclose any such materials to third parties only if required by law to do so and then only after prior notification of the Provider as permitted by law. Incident reports and other risk management reports prepared by the Provider for its attorney(s), which are protected by the attorney-client privilege provisions of the California Evidence Code, shall not be a subject of disclosure to the EMS Agency under this paragraph.

C. Have the ability to consult with the Provider Agency Medical Director through the EMS Agency's Medical Advisory Council to develop written medical policies and procedures, to include at a minimum the following:

(1) Criteria for initiating specified emergency medical protocols.

(2) Criteria for initiating specified medical protocols and treatments prior to voice contact.

(3) Requirements to be followed by the Provider's paramedics and EMT-Is when it is determined that the patient will not require transportation to the hospital by ambulance.

(4) Requirements for the initiation, completion, review, evaluation, and retention of a patient care record.

(5) Establish provisions for direct voice communication between a paramedic and base hospital physician or mobile intensive care nurse.

(6) Provide for ongoing evaluation and continuing education for paramedic personnel.

D. Ensure a mechanism exists for the Provider (as applicable, e.g., this provision would not apply to Providers who can resupply controlled substances through Provider's medical director) to obtain controlled drugs identified in REFERENCE NO. 702, CONTROLLED DRUGS CARRIED ON ALS UNITS, of the Prehospital Care Policy Manual, effective upon execution of a written agreement between the Provider and hospital and by the County for the resupply of controlled drugs, within 120 days of presentation of a agreement by County hospital to Provider.

E. Upon request of the Provider to utilize SFTPs, the EMS Agency Medical Director may permit the Provider to utilize SFTPs as currently approved by the County and incorporated herein by reference as Exhibit "I", ADDITIONAL PROVISIONS.

7. RESPONSIBILITIES OF PROVIDER: Responsibilities of the Provider shall include the following:

A. Perform responsibilities of Provider in a spirit of cooperation and collaboration with the EMS Agency.

B. Implement the policies, guidelines and procedures of the EMS Agency as set forth in the Los Angeles County Prehospital Care Policy Manual and Medical Control Guidelines, and all other policies, procedures and guidelines for medical direction of prehospital care ALS personnel. (The Prehospital Care Policy Manual and Medical Control Guidelines, as may be amended, are incorporated herein by reference.)

C. Comply with all applicable State regulations with respect to paramedic services.

D. If approved by the EMS Agency as a designated EMS Air Rescue Service, Provider shall comply with all air ambulance regulations and local policies related to medical treatment and patient care as specified in Exhibit I, attached hereto and incorporated herein by reference.

E. Initiate discussions regarding medical control policy change through established channels.

F. In accordance with the EMS Agency's Prehospital Care Policy Manual, Section 600, et seq., provide written records, completing one EMS Agency approved EMS Report Form

(H-1993) contained in Exhibit III, Page 1, attached hereto and incorporated herein by reference, for every EMS response and in addition completing one Advanced Life Support Continuation Form (H-1993-2) contained in Exhibit III, Page 2, attached hereto and incorporated herein by reference, for every advanced airway intervention, and submit the form(s) to the EMS Agency within thirty (30) calendar days of the response. If submitted electronically, the Provider shall enter the required data elements following the format specified in Exhibit IV, attached hereto and incorporated herein by reference, within forty-five (45) calendar days of the response, into the Trauma and Emergency Medicine Information System (TEMIS). For canceled calls, no patients found, and false alarms, the Provider shall exclusively perform one of the following actions: (1) complete an EMS Report Form for every occurrence of the above call types, or (2) submit a department volume quarterly report to the EMS Agency of the above call types.

G. Submit copies of all records, audio recordings, run reports, and logs pertaining to prehospital care of patients and personnel involved in the prehospital care system within thirty (30) calendar days, unless otherwise mutually agreed upon, on receipt of written request from

the EMS Agency Medical Director or their designee(s). All such records, audio recordings, run reports, and logs shall be retained by the Provider for the period of time required by law and by the EMS Agency's Prehospital Care Policy Manual, REFERENCE NO. 610, RETENTION OF PREHOSPITAL CARE RECORDS, of the Prehospital Care Policy Manual. Copies of any such records, audio recordings, run reports, and logs submitted to the EMS Agency Medical Director, or their designee(s), hereunder may only be used for review, investigation, or statistical analysis purposes, and for other "health care operations" as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations.

H. Permit, as specified herein, scheduled periodic site visits by representatives, authorized by the EMS Agency Medical Director, who are qualified to perform surveys and reviews, including field observations and document review, to ensure compliance with State laws and regulations, local ordinances and policies, and this Agreement. Provider shall maintain any review or other report generated by the EMS Agency as confidential, subject to Section 1157 et seq. of the California Evidence Code.

I. Retain the original copy of the EMS Report Form or its equivalent, or an approved electronic image of such

report (labeled "PROVIDER") for a minimum of seven (7) years, or if for a minor, at least one (1) year past the age of majority, whichever is greater, or as otherwise defined in the EMS Agency's Prehospital Care Policy Manual, whichever is greater.

J. Request approval for each ALS Unit (which includes EMS Aircraft) and assessment unit it desires to put into service. The Provider shall advise the EMS Agency of any long term relocation of existing ALS staffed units and/or any reductions in the number of ALS staffed units.

K. Staff each approved ALS Unit with a minimum of two (2) licensed and County-accredited paramedics, and shall comply with staffing requirements for assessment units as specified in the EMS Agency's Prehospital Care Policy Manual, except as authorized by the EMS Agency.

L. Ensure that all ALS Units and paramedic personnel are visibly identified as such, and wear on their uniforms standard paramedic insignia.

M. Equip each approved ALS Unit with at least one portable radio capable of voice communications with base hospitals and transportable to the patient's side. Each radio shall meet the technical requirements as specified by the EMS Agency.

N. Maintain and develop, in collaboration with the EMS Agency, a "Continuous Quality Improvement" (CQI) Program in accordance with Title 22, Section 100402(a)(1). The Provider shall participate in the EMS Agency's Countywide CQI program and shall maintain all related records as confidential, subject to Section 1157 et seq. of the California Evidence Code with any disclosure upon sole discretion of the County.

O. Establish a policy which addresses "sentinel events" and incorporates the use of "root cause analysis" and event resolution which may include, but not be limited to, education, bulletins, and structural changes.

P. Have a designated physician to address EMS issues and needs, and to serve as the "Provider Agency Medical Director".

Q. If mutually agreed, participate in research endeavors and assist the EMS Agency with research, clinical study and other programs, including, but not limited to, pilot studies.

R. Assist the EMS Agency as requested to present policy and/or procedure issues to the County's Board of Supervisors.

S. Maintain an EMS Agency approved "Patient Care Record" for each patient treated or transported by the

Provider's Emergency Medical Technician-Is ("EMT-Is") or paramedics.

T. Maintain, in accordance with applicable State law, licensing, certification and accreditation of all ALS and basic life support personnel.

8. INDEPENDENT PROVIDER STATUS: This Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, between either party to this Agreement. The Provider understands and agrees that all Provider employees rendering prehospital emergency medical care services under this Agreement are, for purposes of Workers' Compensation liability, employees solely of the Provider and not of County.

9. AGREEMENT REVIEW: The parties, through the Fire Chief, or designee, and the Director of the EMS Agency, or designee, shall review the Agreement at least once every two (2) years to ensure adequate and proper adherence to all applicable local and State policies, procedures, protocols, and scope of practice.

10. INDEMNIFICATION: With respect to a Provider which is a duly incorporated City or other public entity: Pursuant to the provisions of sections 895.4 et seq. of the California Government Code, each party agrees to defend, indemnify, and hold the other harmless from all loss, including attorney fees,

or liability for injury or damage, actual or alleged, to person or property arising out of or resulting from the indemnifying party's acts or omissions in the performance of this Agreement.

In the event of third-party loss caused by the negligence, wrongful act, or omission of both parties, each party hereto shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed between them or judicially determined.

For all other providers: each party shall indemnify, defend, and hold harmless the other and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the indemnifying party's acts and/or omissions arising from and/or relating to this Agreement.

11. ASSIGNMENT AND DELEGATION

A. The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is

formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written

approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

12. PROBLEM RESOLUTION:

A. The Provider shall name specific individuals within the Provider's agency, upon execution of this Agreement, who are authorized to assist the EMS Agency Medical Director with problem resolution under this Agreement.

B. The Provider shall respond to written requests of the EMS Agency Medical Director for information regarding any perceived problem within thirty (30) calendar days, unless otherwise mutually agreed, following receipt of such request.

C. The Provider is encouraged to resolve normal day-to-day operational concerns directly with involved base hospitals, receiving hospitals, etc. If a problem is not resolved at this level, the Provider may refer it to the EMS Agency Medical Director for further review and action.

D. Problems perceived by the Provider to have a system-wide impact should be referred directly to the EMS Agency.

E. As soon as reasonably possible, the Provider shall report possible violations of the California Health and Safety Code Section 1798.200 by Provider paramedics and EMT-Is directly to the EMS Agency Medical Director, as outlined in REFERENCE NO. 214, BASE HOSPITAL AND PROVIDER AGENCY REPORTING RESPONSIBILITIES, of the EMS Agency's Prehospital Care Policy Manual. The EMS Agency Medical Director is required to investigate any such allegations of violation.

F. Medical control issues that cannot be resolved between the Provider and the EMS Agency will be referred to the EMSC for review and recommendations.

13. COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA"): The parties acknowledge the existence of HIPAA and its implementing regulations. The Provider understands and agrees as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patients medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and such obligations relate to transactions and code sets, privacy, and security. Provider understands and agrees it is separately and independently responsible for compliance with HIPAA in all these areas and County has not undertaken any responsibility for compliance on Provider's behalf. Provider has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Provider's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

Provider and County understand and agree each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA law and implementing regulations related to transactions and code set, privacy, and security. Each party further agrees to indemnify and hold harmless the other party (including their officers, employees, and agents), for its failure to comply with HIPAA.

14. ENTIRE AGREEMENT: This Agreement, together with the Additional Provisions attached hereto, and incorporated herein by reference, contains the entire Agreement between the parties relating to the rights granted and the obligations assumed by

the parties with respect to the subject matter thereof. This Agreement supersedes all prior agreements, either oral or in writing, with respect to the subject matter hereof.

15. NO THIRD PARTY RIGHTS: No provision in this Agreement shall be construed to confer any rights to any third person or entity.

16. PARTIAL INVALIDITY: If for any reason, any provision of this Agreement is held invalid, the remaining provisions shall remain in full force and effect.

17. SEVERABILITY: The body of this Agreement, and any exhibits attached hereto, fully express all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to or alteration of the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties. If for any reason, any provision of this Agreement is held invalid, the remaining provisions shall remain in full force and effect.

18. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, postage

prepaid, return receipt requested, to the parties at the following addresses and to the attention of the person named. The EMS Agency Medical Director shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by one party by giving at least ten (10) calendar days prior written notice thereof to the other.

A. Notices to County shall be addressed as follows:

- (1) Department of Health Services
Emergency Medical Services Agency
5555 Ferguson Drive, Suite 220
Commerce, CA 90022

Attn.: Acting Director, EMS Agency

- (2) Department of Health Services
Contracts and Grants Division
313 North Figueroa Street
Sixth Floor East
Los Angeles, CA 90012

Attn.: Division Chief

- (3) Auditor-Controller
Kenneth Hahn Hall of Administration
500 West Temple Street, room 525
Los Angeles, CA 90012

Attn.: Director

B. Notices to City shall be addressed as follows:

- (1) City of _____
Address _____
City, State and Zip Code _____

Attn.: Fire Chief

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Interim Director of Health Services, and City has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

CITY OF ALHAMBRA

COUNTY OF LOS ANGELES

By: _____
City Administrative Officer

By: _____
John F. Schunhoff, Ph.D.
Interim Director,
Department of Health
Services

APPROVED AS TO FORM:
CITY ATTORNEY

APPROVED AS TO PROGRAM:
Department of Health Services

By: _____
City Attorney

By: _____
Interim Director, Emergency
Medical Services Agency

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By: _____
Cara O'Neill, Chief
Contracts and Grants

MCA/AGREECD4437.JA
jca:05/30/08

ADDITIONAL PROVISIONS

AIR AMBULANCE REGULATIONS

(MEDICAL CONTROL AGREEMENT)

1. EMS AIRCRAFT PROGRAM

A. Under Title 22, California Code of Regulations, Section 100276-100306, the EMS Agency may designate and approve EMS aircraft and develop associated medical policies and procedures.

B. BASIS AND PURPOSE: The basis of these Regulations is the desire and intention of the parties to establish and define, in a cooperative manner, the roles and responsibilities relating to EMS aircraft, relative to the delivery of prehospital care and transport of patients as specified in REFERENCE NO. 418, AUTHORIZATION AND CLASSIFICATION OF EMS AIRCRAFT of the Prehospital Care Policy Manual.

Although EMS aircraft (helicopter) transport is not always the optimal transport method, it can be the best alternative when trauma centers or other specialty centers are not available due to distance, traffic congestion, or absence of a designated center.

C. TERM: The term of these Regulations is subject to the term set forth in this Agreement, Paragraph 2., "TERM". Termination of this Agreement will automatically terminate these

Regulations. Termination of these Regulations will not have an effect on the term of this Agreement.

D. RESPONSIBILITIES OF PROVIDER:

(1) Provider shall implement and comply with the policies and procedures for medical direction of prehospital care advanced life support personnel, including REFERENCE NO. 418, AUTHORIZATION AND CLASSIFICATION OF EMS AIRCRAFT and REFERENCE NO. 706, ALS EMS AIRCRAFT INVENTORY, of the Prehospital Care Policy Manual.

(2) Provider shall adhere to and be responsible for compliance with all applicable rules and regulations that are or may be established by State statute and regulation and any stipulations of the Federal Aeronautics Administration that may be applicable.

(3) Provider shall integrate EMS air operation into the current CQI program approved by the EMS Agency to include a written plan.

(4) Provider shall permit the EMS Agency or its agent (e.g., contractor) to perform scheduled annual reviews of the Provider's EMS Aircraft Program. Any deviation from the annual review schedule shall be based on agreement of both parties.

(5) Provider shall request approval for each EMS aircraft put into service and notify the EMS Agency of

relocations or reallocations of existing ALS staffed EMS aircraft, while maintaining twenty-four (24)-hour operations.

(6) Provider shall staff each EMS Aircraft with a minimum of two (2) licensed and County accredited paramedics as defined in REFERENCE NO. 418 (described in Paragraph 1.D.(1) of this Exhibit) and ensure that all paramedic personnel working on designated EMS aircraft are visibly identified as such.

(7) Provider, as in-kind consideration for funding as set forth in this Agreement shall provide service to Los Angeles County Department of Health Services by interfacility helicopter transport between County facilities, when requested through the Medical Alert Center (MAC).

(8) Provider shall identify a liaison with the EMS Agency for communication, problem resolution, and review of this Agreement.

(9) Subject to availability, Provider shall participate in delivery of pharmaceuticals and medical supplies, including the Strategic National Stockpile, via aircraft\transport as necessary in the event of a terrorism incident or public health emergency. This may include transport of key EMS Agency disaster management personnel,

as needed.

E. RESPONSIBILITIES OF THE EMS AGENCY:

(1) EMS Agency shall coordinate and educate base hospitals, trauma centers, and the MAC with the capability of receiving or directing patient care by helicopter ambulance providers on the policies and operations pertinent to the EMS aircraft program.

(2) EMS Agency shall maintain a communication system with 24-hour/7-day per week operations to ensure the coordination of aircraft destination and landing, e.g., the MAC.

(3) EMS Agency shall collect and maintain data on all patients transported by designated EMS aircraft, which would include, but not be limited to, reports on patients transported that have met "Trauma Criteria" as defined in Los Angeles County Prehospital Care Policy Manual, REFERENCE NO. 506, TRAUMA TRIAGE.

(4) EMS Agency shall designate one or more individuals within EMS Agency with the primary responsibilities of communication and liaison with the Provider on EMS aircraft issues.

**RECOMMENDED GUIDELINES FOR DISCIPLINARY
ORDERS AND CONDITIONS OF PROBATION**

Effective July 10, 2002



EMERGENCY MEDICAL SERVICES AUTHORITY
RECOMMENDED GUIDELINES FOR DISCIPLINARY ORDERS
AND CONDITIONS OF PROBATION

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Section I: FOREWORD

The following Model Disciplinary Orders have been developed by the Emergency Medical Services Authority (EMSA) in consultation with EMS (Emergency Medical Services) constituent groups from across the state. The purpose of the Model Disciplinary Orders is to provide a consistent and equitable discipline in cases dealing with violations of the Health and Safety Code, Division 2.5, Section 1798.200. The EMSA shall use this document as a standard in settling disciplinary matters when a respondent wishes to resolve the allegations through a negotiated settlement. However, the settlement may be on any terms the parties determine are appropriate pursuant to Section 11415.60 of the California Administrative Procedure Act.

Should the respondent invoke his/her privilege to contest the allegations through the Administrative Procedure Act, the administrative law judge shall use this document as a guide in making his/her recommendations for discipline (if needed) to the EMSA. The recommended discipline should be imposed in the absence of any aggravating or mitigating evidence. The administrative law judge may propose any discipline between the minimum discipline and maximum discipline for a particular violation. When the administrative law judge recommends discipline that is less than the minimum or which exceeds the maximum, a full explanation shall be included as to the nature of the act that warrants unusual consideration. The director of the EMSA has the final determination as to the discipline to be imposed.

The respondent shall be allowed representation of his/her choice through all processes of the investigation, filing of an accusation, negotiation of a settlement, and during an administrative hearing. Any such representation shall be at the respondent's expense.

Section II: DISCIPLINARY CONSIDERATION FACTORS

The following factors may be considered for determination of the discipline to be imposed on the respondent. Specifically, whether the discipline warranted is probation, suspension, or revocation. In determining an appropriate suspension period, the EMSA or an administrative law judge may give credit for a suspension term imposed by the respondent's employer.

1. Nature and severity of the act(s), offense(s), or crime(s) under consideration;
2. Actual or potential harm to the public;
3. Actual or potential harm to any patient;
4. Prior disciplinary record;
5. Prior warnings on record or prior remediation;

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6. Number and/or variety of current violations;
7. Aggravating evidence;
8. Mitigating evidence;
9. Rehabilitation evidence;
10. In case of a criminal conviction, compliance with terms of the sentence and/or court-ordered probation;
11. Overall criminal record;
12. Time that has elapsed since the act(s) or offense(s) occurred;
13. If applicable, evidence of expungement proceedings pursuant to Penal Code 1203.4.

Section III: VIOLATIONS and RECOMMENDED DISCIPLINARY ACTIONS

Health & Safety Code Section 1798.200 specifies the offenses for which the EMSA may take disciplinary action against a paramedic. When filing an accusation, the Office of the Attorney General may also cite additional related statutes and regulations.

When used below, the numbers following the "Minimum Conditions of Probation" refer to the Optional Conditions of Probation in Section VI. These conditions may vary according to the nature and circumstances of the offense.

1. **Fraud in the procurement of any certificate or license under this division.**
 - Maximum Discipline: Revocation or denial.
 - Recommended Discipline: Revocation or denial.
 - Minimum Discipline: Revocation stayed, 60 day suspension/denial.
2. **Gross negligence** - An extreme departure from the standard of care which, under similar circumstances would have ordinarily been exercised by a reasonable and prudent person trained and acting in a similar capacity while engaged in the performance of his or her duties if confronted with a similar circumstance.
 - Maximum Discipline: Revocation
 - Recommended Discipline: Revocation stayed, 60 day suspension, three years probation with terms and conditions.
 - Minimum Discipline: Revocation stayed, 3 years probation with terms and conditions.
 - Minimum Conditions of Probation: All Standard Conditions and Optional Conditions: 5, 8, 9 and 11.

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3. **Repeated negligent acts** - A repeated failure to use such care as a reasonable and prudent person trained and acting in a similar capacity while engaged in the performance of his or her duties would use if confronted with a similar circumstance.
 - Maximum Discipline: Revocation
 - Recommended Discipline: Revocation stayed, 30 day suspension, 3 years probation with terms and conditions.
 - Minimum Discipline: Revocation stayed, 1 year probation with terms and conditions.
 - Minimum Conditions of Probation: All Standard Conditions and Optional Conditions: 5, 8, 9 and 11.
4. **Incompetence** - The lack of possession of that degree of knowledge, skill, and ability ordinarily possessed and exercised by a licensed and accredited paramedic.
 - Maximum Discipline: Revocation
 - Recommended Discipline: Revocation stayed, 30 day suspension, 3 years probation with terms and conditions.
 - Minimum Discipline: Revocation stayed, 1 year probation with terms and conditions.
 - Minimum Conditions of Probation: All Standard Conditions and Optional Conditions: 5, 8, 9 and 11.
5. **The commission of any fraudulent, dishonest, or corrupt act which is substantially related to the qualifications, functions, and duties of prehospital personnel.**
 - Maximum Discipline: Revocation.
 - Recommended Discipline: Revocation stayed, 60 day suspension, 3 years probation with terms and conditions.
 - Minimum Discipline: Revocation stayed, 3 years probation with terms and conditions.
 - Minimum Conditions of Probation: All Standard Conditions and Optional Condition: 6
6. **Conviction of any crime which is substantially related to the qualifications, functions, and duties of prehospital personnel. The record of conviction or certified copy of the record shall be conclusive evidence of such conviction.**

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- Maximum Discipline: Revocation.
 - Recommended Discipline: Variable depending on the nature of the crime with terms and conditions.
 - Minimum Discipline: Revocation stayed, 1 year probation with terms and conditions.
 - Minimum Conditions of Probation: All Standard Conditions.
7. **Violating or attempting to violate directly or indirectly, or assisting in or abetting the violation of, or conspiring to violate, any provision of this division or the regulations adopted by the authority pertaining to prehospital personnel.**
- Maximum Discipline: Revocation
 - Recommended Discipline: Revocation stayed, 60 day suspension, 3 years probation with terms and conditions.
 - Minimum Discipline: Revocation stayed, 3 years probation with terms and conditions.
 - Minimum Conditions of Probation: All Standard Conditions and Optional Condition: 6.
8. **Violating or attempting to violate any federal or state statute or regulation which regulates narcotics, dangerous drugs, or controlled substances.**
- Maximum Discipline: Revocation
 - Recommended Discipline: Revocation stayed, 60 day suspension, 3 years probation with terms and conditions.
 - Minimum Discipline: Revocation stayed, 3 years probation with terms and conditions.
 - Minimum Conditions of Probation: All Standard Conditions and Optional Conditions: 1, 2, 3, 4, and 10.
9. **Addiction to the excessive use of, or the misuse of, alcoholic beverages, narcotics, dangerous drugs, or controlled substances.**
- Maximum Discipline: Revocation
 - Recommended Discipline: Revocation stayed, suspension until successful completion of drug/alcohol detoxification diversion program, 3 years probation with terms and conditions.
 - Minimum Discipline: Revocation stayed, 3 years probation with terms and conditions.
 - Minimum Conditions of Probation: All Standard Conditions and Optional Conditions: 1, 2, 3, 4, and 10.

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10. **Functioning outside the supervision of medical control in the field care system operating at the local level, except as authorized by any other license or certification.**
 - Maximum Discipline: Revocation
 - Recommended Discipline: Revocation stayed, 15 day suspension, 1 year probation with terms and conditions.
 - Minimum Discipline: Revocation stayed, 1 year probation with terms and conditions.
 - Minimum Conditions of Probation: All Standard Conditions and Optional Conditions: 5 and 8.
11. **Demonstration of irrational behavior or occurrence of a physical disability to the extent that a reasonable and prudent person would have reasonable cause to believe that the ability to perform the duties normally expected may be impaired.**
 - Maximum Discipline: Revocation
 - Recommended Discipline: Revocation stayed, suspension until resolution of the physical or mental disability.
 - Minimum Discipline: Revocation stayed, 1 year probation with terms and conditions.
 - Minimum Conditions of Probation: All Standard Conditions and Optional Conditions: 8, 9, and 10.
12. **Unprofessional Conduct-**
 - (A) **The mistreatment or physical abuse of any patient resulting from force in excess of what a reasonable and prudent person trained and acting in a similar capacity while engaged in the performance of his or her duties would use if confronted with a similar circumstance. Nothing in this section shall be deemed to prohibit an EMT-I, EMT-II, or EMT-P from assisting a peace officer, or a peace officer who is acting in the dual capacity of peace officer and EMT-I, EMT-II, or EMT-P, from using that force that is reasonably necessary to effect a lawful arrest or detention.**
 - Maximum Discipline: Revocation/Denial
 - Recommended Discipline: Revocation stayed, 60 day suspension, 3 years probation with terms and conditions.
 - Minimum Discipline: Revocation stayed, 3 years probation with terms and conditions.
 - Minimum Conditions of Probation: All Standard Conditions and Optional

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Conditions: 7 and 10.

(B) The failure to maintain confidentiality of patient medical information, except as disclosure is otherwise permitted or required by law in Sections 56 and 56.6, inclusive of the Civil Code.

- Maximum Discipline: Revocation/Denial
- Recommended Discipline: Revocation stayed, 30 day suspension, 1 year probation with terms and conditions.
- Minimum Discipline: Revocation stayed, 1 year probation with terms and conditions.
- Minimum Conditions of Probation: All Standard Conditions and Optional Conditions: 6 and 9.

(C) The commission of any sexually related offense specified under Section 290 of the Penal Code.

- Maximum Discipline: Revocation/ Denial
- Recommended Discipline: Revocation/Denial
- Minimum Discipline: Revocation/Denial

Section IV: DETOXIFICATION/DIVERSION PROGRAM CRITERIA

The criteria to be considered in determining rehabilitation for alcohol/drug abuse offenses include, but are not limited to:

- Successful completion of a drug/alcohol treatment program (a minimum of 6 months duration). The treatment program may be a combined in-patient/out-patient and aftercare program. The program shall include at least the following elements:
 1. Chemical-free treatment philosophy;
 2. Individual and/or group counseling;
 3. Random, documented biological fluid testing;
 4. Participation in support groups;
 5. Education about addictive disease;
 6. Adherence to a 12-step recovery program philosophy or equivalent;
 7. Written documentation of participation in a 12-step recovery group or equivalent.
- Employment with a pre-hospital care provider, for a minimum of six (6) months, with documentation from the employer that the employer was aware of the previous drug

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or alcohol abuse problems. The documentation must substantiate that while employed, there was no evidence of continued alcohol or drug use and that the respondent performed paramedic functions in a safe and competent manner.

- If the respondent is seeking reinstatement of his/her license, employment for a minimum of six (6) months with documentation from the employer that while employed, there was no evidence of alcohol or drug use.
- A minimum of one (1) year must have elapsed between the time of the second offense and the effective date of the prior order.

Section V: MITIGATING EVIDENCE

The respondent is permitted to present mitigating circumstances at a hearing. The same opportunity is provided in the settlement process.

The following documents are examples of appropriate evidence the respondent may submit to demonstrate his/her rehabilitative efforts and competency:

- A. Dated written statements from persons in positions of authority who have on-the-job knowledge of the respondent's current paramedic competence. Each statement should include the period of time and capacity in which the person worked with the respondent and should contain the following sentence at the end: **"I declare, under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct to the best of my knowledge."** The statement should be signed and dated by the person making the statement;
- B. Dated letters from counselors regarding the respondent's participation in a rehabilitation or recovery program, where appropriate. The letters should include a description of the program, the number of sessions that the respondent has attended, the counselor's diagnosis of the respondent's condition, the respondent's prognosis for recovery, the respondent's current state of rehabilitation (or improvement), the counselor's basis for determining improvement, and the credentials of the counselor;
- C. Dated letters describing the respondent's participation in support groups;
- D. Dated laboratory analyses or drug screen reports, where appropriate;

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- E. Dated performance evaluation(s) from the respondent's employer;
- F. Dated physical examination or assessment report by a licensed physician;
- G. Certificates or transcripts of courses related to paramedic duties that the respondent might have completed since the date of the violation. **A paramedic whose license has been revoked does not possess a paramedic license. Therefore, the individual cannot use his/her former license number to obtain continuing education credit/hours or for any other purpose. However, he or she may take continuing education courses so long as a paramedic license is not used.**

Section VI: LANGUAGE FOR MODEL DISCIPLINARY ORDERS

Standard Revocation Orders

Revocation - Single Cause:

License Number _____ issued to the respondent, _____, is revoked.

Revocation - Multiple Causes:

License Number _____ issued to the respondent, _____, is revoked pursuant to Determination of Issues: _____, jointly and separately.

Standard Stay Order

Standard Stay Order:

However, such revocation is stayed and the respondent is placed on probation for _____ year(s) upon the following terms and conditions:

(List of terms and conditions.)

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Standard Suspension Orders

Suspension - Single Cause:

License Number _____ issued to the respondent, _____,
is suspended for _____.

Suspension - Multiple Causes: (Concurrent)

License Number _____ issued to the respondent, _____,
is suspended for _____ pursuant to determination of issues: _____,
jointly and separately. All suspensions shall run concurrently.

Suspension - Multiple Causes: (Consecutive)

License Number _____ issued to the respondent, _____,
is suspended for _____ pursuant to determination of issues: _____,
jointly and separately. All suspensions shall run consecutively.

Standard Conditions of Probation

1. Probation Compliance:

The respondent shall fully comply with all terms and conditions of the probationary order. The respondent shall fully cooperate with the EMSA in its monitoring, investigation, and evaluation of the respondent's compliance with the terms and conditions of his/her probationary order.

The respondent shall immediately execute and submit to the EMSA all Release of Information forms that the EMSA may require of the respondent.

2. Personal Appearances:

As directed by the EMSA, the respondent shall appear in person for interviews, meetings, and/or evaluations of the respondent's compliance with the terms and conditions of the probationary order. The respondent shall be responsible for all of his/her costs associated with this requirement.

3. Quarterly Report Requirements:

During the probationary period, the respondent shall submit quarterly reports covering each calendar quarter which shall certify, under penalty of perjury, and document compliance by the respondent with all the terms and conditions of his/her probation. If the respondent submits his/her quarterly reports by mail, it shall be sent as Certified Mail.

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4. Employment Notification:

During the probationary period, the respondent shall notify the EMSA in writing of any EMS employment. The respondent shall inform the EMSA in writing of the name and address of any prospective EMS employer prior to accepting employment.

Additionally, the respondent shall submit proof in writing to the EMSA of disclosure, by the respondent, to the current and any prospective EMS employer of the reasons for and terms and conditions of the respondent's probation.

The respondent authorizes any EMS employer to submit performance evaluations and other reports which the EMSA may request that relate to the qualifications, functions, and duties of prehospital personnel.

Any and all notifications to the EMSA shall be by certified mail.

5. Notification of Termination:

The respondent shall notify the EMSA within seventy-two (72) hours after termination, for any reason, with his/her prehospital medical care employer. The respondent must provide a full, detailed written explanation of the reasons for and circumstances of his/her termination.

Any and all notifications to the EMSA shall be by certified mail.

6. Functioning as a Paramedic:

The period of probation shall not run anytime that the respondent is not practicing as a paramedic within the jurisdiction of California.

If the respondent, during his/her probationary period, leaves the jurisdiction of California to practice as a paramedic, the respondent must immediately notify the EMSA, in writing, of the date of such departure and the date of return to California, if the respondent returns.

Any and all notifications to the EMSA shall be by certified mail.

7. Obey All Related Laws:

The respondent shall obey all federal, state and local laws, statutes, regulations, written policies, protocols and rules governing the practice of medical care as a

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paramedic. The respondent shall not engage in any conduct that is grounds for disciplinary action pursuant to Section 1798.200. To permit monitoring of compliance with this term, if the respondent has not submitted fingerprints to the EMSA in the past as a condition of licensure, then the respondent shall submit his/her fingerprints by Live Scan or by fingerprint cards and pay the appropriate fees within 45 days of the effective date of this decision.

Within 72 hours of being arrested, cited or criminally charged for any offense, the respondent shall submit to the EMSA a full and detailed account of the circumstances thereof. The EMSA shall determine the applicability of the offense(s) as to whether the respondent violated any federal, state and local laws, statutes, regulations, written policies, protocols and rules governing the practice of medical care as a paramedic.

Any and all notifications to the EMSA shall be by certified mail.

8. Completion of Probation:

The respondent's license shall be fully restored upon successful completion of probation.

9. Violation of Probation:

If during the period of probation the respondent fails to comply with any term of probation, the EMSA may initiate action to terminate probation and implement actual license suspension/revocation. Upon the initiation of such an action, or the giving of a notice to the respondent of the intent to initiate such an action, the period of probation shall remain in effect until such time as a decision on the matter has been adopted by the EMSA. An action to terminate probation and implement actual license suspension/revocation shall be initiated and conducted pursuant to the hearing provisions of the California Administrative Procedure Act.

The issues to be resolved at the hearing shall be limited to whether the respondent has violated any term of his/her probation sufficient to warrant termination of probation and implementation of actual suspension/revocation. At the hearing, the respondent and the EMSA shall be bound by the admissions contained in the terms of probation and neither party shall have a right to litigate the validity or invalidity of such admissions.

Optional Conditions of Probation

1. Abstinence from Drug Possession and Use:

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The respondent shall abstain from the possession, injection or consumption by any route of all controlled substances, dangerous drugs, or any drugs requiring a prescription unless prescribed under federal or state law as part of a documented medical treatment. Within fourteen days of obtaining such a prescription, respondent shall ensure that the prescribing professional provides the EMSA a written report identifying the medication, dosage, the date the medication was prescribed, the respondent's diagnosis, and the date the medication will no longer be required. This report must be provided to the EMSA directly by the prescribing professional.

If the respondent has a lawful prescription when initially placed on probation, this same report must be provided within fourteen days of the commencement of probation.

Any and all notifications to the EMSA shall be by certified mail.

2. **Abstinence from the Use of Alcoholic Beverages:**

The respondent shall abstain from the use of alcoholic beverages.

3. **Biological Fluid Testing:**

The respondent shall submit to routine and random biological fluid testing or drug/alcohol screening as directed by the EMSA or its designee. Respondent may use a lab pre-approved by the EMSA or may provide to the EMSA the name and location of an independent laboratory or licensed drug/alcohol testing facility for approval by the EMSA. The EMSA shall have sole discretion for lab approval based on criteria regulating professional laboratories and drug/alcohol testing facilities. When the EMSA requests a random test, the respondent shall provide the required blood/urine sample by the time specified, or within 12 hours of the request if no time is specified. When the EMSA requests a random test, the respondent shall ensure that any positive test results are conveyed telephonically by the lab to the EMSA within 48 hours, and all written positive or negative results are provided directly by the lab to the EMSA within 10 days. The respondent shall be responsible for all costs associated with the drug/alcohol screening.

At the EMSA's sole discretion, the EMSA may allow the random drug testing to be conducted by the respondent's employer to meet the requirement of random drug testing as set forth above. The results of the employer's random drug testing shall be made available to the EMSA in the time frames described above.

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4. Drug/Detoxification/Diversion Program:

Within ____ days of the effective date of this decision, the respondent shall enroll and participate in a drug/detoxification/diversion program approved by the EMSA. The respondent shall participate in the program until appropriate medical supervision determines that further treatment and rehabilitation is no longer necessary.

If the respondent voluntarily withdraws from the drug/detoxification/diversion program or the respondent is expelled from the program, such withdrawal or expulsion shall constitute a violation of probation by the respondent. The respondent shall be responsible for all costs associated with such drug/detoxification/diversion program.

5. Educational Course Work:

Within ____ days of the effective date of this decision, the respondent shall submit to the EMSA proof of completion of ____ hours of education in areas substantially related to the offense as stated in the accusation and to the satisfaction of the EMSA.

Any educational program may include community service to reinforce the learning objectives of the educational program.

All courses must be approved by the EMSA. Within thirty-five days after completing the course work, the respondent shall submit evidence of competency in the required education. Submittal of a certificate or letter from the instructor attesting to the respondent's competency shall suffice.

Any and all notifications to the EMSA shall be by certified mail.

6. Ethical Practice of EMS:

Within ____ days of the effective date of this decision, the respondent shall submit to the EMSA, for its prior approval, a course in Ethics. The respondent must complete this course during his/her probation period.

Upon completion by the respondent of the Ethics course, the respondent shall submit proof to the EMSA that he/she fulfilled all course requirements.

Any and all notifications to the EMSA shall be by certified mail.

7. Stress/Anger Management:

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Within ____ days of the effective date of this decision, the respondent shall enroll and participate in a local, court approved, stress/anger management program, which the respondent shall complete during his/her probation. Upon completion of the approved program, the respondent shall submit proof to the EMSA that he/she has fulfilled all course requirements.

Any and all notifications to the EMSA shall be by certified mail.

8. Practical Skills Examination:

Within ____ days of the effective date of this decision, the respondent shall submit to and pass a skills examination in subjects substantially related to the accusation based upon the U. S. Department of Transportation (DOT) and/or the National Registry of Emergency Medical Technicians (NREMT) skills examination, when applicable. If not addressed in the DOT or NREMT, an approved local standard shall be identified and utilized. The skills examination shall be administered by a board selected by the EMSA using the pre-established criteria (See Section VII: Review Board for criteria).

If the respondent fails the examination, the respondent may function as a paramedic only while under the direct supervision of a preceptor. The respondent shall not be allowed to function as a sole paramedic until the respondent passes the examination. The respondent has the option and right to repeat the examination. There shall be at least a two-week period between examinations. No more than three attempts to pass the examination shall be allowed. If the respondent fails to pass the exam after three attempts, or chooses not to retake the examination, the respondent's license shall be revoked.

9. Oral Skills Examination:

Within ____ days of the effective date of this decision, the respondent shall submit to and pass an oral exam in subjects substantially related to the accusation. The oral exam shall be administered by an examination board selected by the EMSA using pre-established criteria (See Section VII: Review Board for criteria).

If the respondent fails the examination, the respondent may function as a paramedic only while under the direct supervision of a preceptor. The respondent shall not be allowed to function as a sole paramedic until the respondent passes the examination. The respondent has the option and right to repeat the examination. There shall be at least a two-week period between

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examinations. No more than three attempts to pass the examination shall be allowed. If the respondent fails to pass the exam after three attempts, or chooses not to retake the examination, the respondent's license shall be revoked.

10. Psychiatric/Medical Evaluation:

Within ____ days of the effective date of this decision, and on a periodic basis as specified by a psychiatrist certified by the American Board of Psychiatry and Neurology, the respondent shall submit to a psychiatric evaluation. The psychiatrist must be approved by the EMSA prior to the evaluation. The respondent shall be responsible for all costs associated with the evaluation.

Within ____ days of the effective date of this decision, and on a periodic basis as specified by a licensed physician, the respondent shall submit to a medical evaluation. The physician must be approved by the EMSA prior to the evaluation. The respondent shall be responsible for all costs associated with the evaluation.

The EMSA shall have the sole discretion to determine if the respondent may continue to practice as a paramedic until such time that the psychiatrist or physician evaluates and determines that the respondent is mentally and/or physically fit to practice safely as a paramedic.

11. Performance Improvement Plan:

The respondent shall function as a practicing paramedic while on probation, except during the time when the respondent's license is suspended by a term or condition of the disciplinary order.

The respondent shall submit to the EMSA periodic Performance Improvement Plan reports compiled by his/her employer, local EMS agency, or approved education provider. These reports shall document improvement as desired in the plan in order to satisfy this condition. The Performance Improvement Plan shall be developed by the EMSA in conjunction with the respondent's employer(s), and with input from the local EMS agency(ies). Performance Improvement Plan reports shall be submitted to the EMSA every ____ days for a period of ____.

A Performance Improvement Plan may include, but not be limited to, education and/or evaluation of the respondent in areas substantially related to the accusation as follows:

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1. Remedial training by a preceptor in a field or clinical setting.
2. Remedial training with performance demonstration by the respondent.
3. Policy review by the respondent.
4. Participation by the respondent in Quality Assurance/Quality Improvement review audits.

Any and all notifications to the EMSA shall be by certified mail.

Section VII: REVIEW BOARD

The EMSA shall convene a Review Board to meet the requirements of Optional Conditions 9 and 10 of the Conditions of Probation. The board would be responsible for testing the respondent per the terms and conditions of probation. The board shall submit to the EMSA its recommendation as to whether the respondent has successfully completed the exam.

Each board shall consist of an EMS physician, a paramedic, and an EMS educator. All board members must be currently active in California in an EMS clinical or administrative capacity.

Any individual that meets the minimum criteria to serve on the board may apply to the EMSA for a position on the board. The EMSA shall review the applications for eligibility and establish a list of qualified individuals.

When it is necessary to convene a board, the EMSA shall select individuals from the list to serve on the board. The EMSA shall make reasonable attempts to convene a regional board based upon the location of the respondent. Each board member shall be required to sign a document advising that he/she does not have a conflict with the respondent (i.e. personal friend, employer, EMS oversight, etc.).

The term for any board member shall be two years. At the conclusion of the term, a board member may reapply.

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Board Member Qualifications

Physician

- Must be certified by the California Medical Board.
- Must have five or more years of experience in EMS.
- Must not have had any discipline brought against him/her by the Medical Board of California.
- Must not have any criminal convictions.

Paramedic

- Must be currently licensed by the EMSA without any restrictions.
- Must not have been disciplined by the EMSA for violations of the Health and Safety Code, Division 2.5, Section 1798.200.
- Must qualify as a field preceptor as that term is defined by EMSA regulation (Section 100149(e)(1)-(4), Chapter 4, Division 9, Title 22, California Code of Regulations).
- Must not have any criminal convictions.

Educator

- Must qualify as a course director or principal instructor for a Paramedic Training Program as that term is defined in California Code of Regulations, Title 22, Division 9, Chapter 4, Section 100149.
- Must have five or more years of experience in EMS with at least two years as an EMS educator in a primary paramedic training program.
- Must not have been disciplined by their Professional Licensing/Certification Board.
- Must not have any criminal convictions.

FINAL REPORT

[illegible]

Los Angeles County Emergency Medical Services Agency **EXHIBIT III**
ADVANCED LIFE SUPPORT CONTINUATION FORM (Page 2 of 2)

Date: _____ Provider Code: _____ Unit: _____ Seq. # _____
 Patient Name: _____ Sec. Seq. # _____
 Incident #: _____ (if applicable)

Vital Signs	Time	SBP / DBP	P	R	SpO2	Pain 0-10	Meds / Defib	Time	TM#	EKG	Med / Defib	Dose	Route	Result
		/												
		/												
		/												
		/												
		/												

Additional Comments:

REASON FOR ADVANCED AIRWAY

☐ Resp Arrest ☐ Cardiopulmonary Arrest ☐ Hypoventilation ☐ Profoundly Altered ☐ Other:

THE FOLLOWING SECTION MUST BE COMPLETED ON ALL PATIENTS REQUIRING ADVANCED AIRWAY INTERVENTION

ENDOTRACHEAL TUBE/COMBITUBE Attempts:

ET/ETC ET/ETC ET/ETC ETC SUCCESS ☐ Y ☐ N

PM # PM # PM # PM #

Time ET/ETC Start: Time ET/ETC Success:

Complications During ☐ None ☐ Emesis/Secretions/Blood

Tube Insertion: ☐ Gastric Dist. ☐ Other:

Initial Advanced Airway Tube Placement Confirmation:

☐ Bilateral Breath Sounds ☐ Bilateral Chest Rise ☐ Absent Gastric Sounds ☐ EtCO2 Detector Colorimetric: ☐ Y ☐ T ☐

☐ EID No Resistance ☐ Capnometry Measure: ☐ Waveform Capnography (attach printout):

ONGOING VERIFICATION OF CORRECT ADVANCED AIRWAY PLACEMENT

Time: ☐ Reassessed after patient movement ☐ Continued correct placement ☐ Suspected dislodgement

Time: ☐ Reassessed after patient movement ☐ Continued correct placement ☐ Suspected dislodgement

Time: Care Transferred to: CO2: O2 Sat: % Spontaneous Resp: ☐ Y ☐ N

ALS AIRWAY UNABLE (REASON)

- ☐ Positive Gag Reflex ☐ Anatomy
- ☐ Blood/Secretions
- ☐ Unable to Visualize Cords
- ☐ Unable to Visualize Epiglottis
- ☐ Equipment Failure
- ☐ Logistical/Environmental Issues
- ☐ Describe Issues: _____

BVM Ventilation
(If AA Unable)
Bilateral:
☐ Breath Sounds
☐ Chest Rise
☐ Existing
Tracheostomy

CARDIAC ARREST/RESUSCITATION

Pulses with CPR by EMS: ☐ Y ☐ N

☐ Restoration of Pulse: _____ (Time)

☐ Resuscitation D/C by Base@ _____ (Time)

Pronounced By: _____ M

Rhythm when pronounced: _____

Comments: _____

VERIFICATION OF TUBE PLACEMENT

(attach waveform printout or obtain physician signature)

Receiving Facility: _____ Verification technique: ☐ Visualization ☐ Auscultation ☐ EtCO2 ☐ X-ray

Patient Disposition: ☐ Expired in ED ☐ Admitted or transferred to another facility

Placement: ☐ Tracheal ☐ Esophageal ☐ Right Main Comments: _____

(Print Name) Signature: _____

EXHIBIT IV

PATIENT ASSESSMENT																																												
Date _____ Time _____ Loc _____ Unit _____					Pt # _____ Pts Transposed _____																																							
Sec. Seq. # _____					RB 59375 7																																							
Age _____ Y/M/D/H M _____ F _____					Wt _____ lb/kg																																							
Peds Weight Color Code _____																																												
Distress Level _____					Complaint { 1 2 3 4 }																																							
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Signature TM completing form _____																																												

COUNTY OF LOS ANGELES EMS PROVIDER AGENCY
CONDITIONS FOR PROVISION OF TEMIS SOFTWARE

County, through its EMS Agency, will:

1. Give Provider a nonexclusive, nontransferable, single user license to use TEMIS software and documentation and any software updates for as long as County maintains its software license contract with Lancet Technology, Inc. or until the Agreement is terminated. Such license entitles the Provider to copy TEMIS software and documentation for back-up or archive purposes only and does not give the Provider the right to sell, lease, sublease, donate, assign, distribute, or otherwise transfer any right in TEMIS software or documentation to any other person or entity.
2. In the event of errors in software, use reasonable efforts to promptly rectify the software. Whenever possible, County shall correct a problem in 24 hours or less. County shall have no such obligations if the problem(s) is a direct or indirect result of software modifications made without written approval from County.

In no event shall County be liable for any direct, indirect, incidental, or consequential damages of any nature whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of information and the like), arising out of the use or inability to use the software, even if County has been advised of the possibility of such damages. The County does not warrant that operations of the software will be uninterrupted or error-free or that all errors will be corrected.

3. Offer a minimum of 16 hours TEMIS basic software training (to include an EMS Data Collection and Form Training Manual) and 24 hours of advanced/refresher training per year, for at least two persons from Provider, to enable Provider personnel to perform data entry, database maintenance, and basic report generation functions.

Provider will:

1. Install in a reasonably secure area and provide maintenance of personal computer (PC) peripherals meeting specifications shown in Exhibit VI, attached hereto and incorporated herein by reference.

2. Should County remove all or any portion of TEMIS software required to submit Provider data to County, or fail to correct any software errors which prevent Provider from being able to perform data entry, Provider's obligation to submit data electronically shall cease, until County has reinstalled the necessary software or corrected the software errors.
3. Not modify the structure and/or function of the TEMIS application software. The software configuration provided shall be used exclusively for the purposes of EMS data collection.
4. Seek telephone assistance from County, whenever TEMIS operation failure occurs, to obtain County TEMIS software maintenance services.
5. Ensure that all software application modules and all material, documents, software programs and documentation, written training documentation and aids and other items provided by County are safeguarded and held in confidence. Such means shall include, but not be limited to requiring each Provider employee or agent given access to TEMIS software to enter into a written agreement in the same form identified as Exhibit VII, attached hereto and incorporated herein by reference.
6. If it is reasonably determined by Director that any repair or recovery of software or data, to the extent deemed feasible by Director, was necessary due to theft or due to Provider's negligence, Provider shall reimburse County for the repair, replacement, or recovery cost at a maximum labor rate of \$50 per hour.

In the event that the agreement is terminated for any reason, County shall promptly remove all TEMIS software and the Provider shall return to County all TEMIS documentation (and all copies hereof made by Provider) provided by County to Provider.

Lancet Products (Standalone Version)

- 3.2 GHz Intel Pentium 4 recommended.
Pentium-II 450 MHz minimum supported.

(Note: Intel Celeron and AMD processors not supported.)
- Windows 2000 or XP Professional recommended.
Windows NT 4.0 (with Service Pack 6) minimum supported.

(Note: Windows 95, Windows 98, Millennium Edition (Me), XP Home Edition not supported.)
- 1 GB memory recommended.
128 MB minimum supported.
- 1 gigabyte (GB) of available hard disk space minimum required.

(Note: Actual requirements will be based on your planned use of the software and the amount of data you will be entering or importing.)
- High speed Internet connection recommended.
Web access required. FTP access strongly recommended.

(Note: Internet access is needed for remote access using WebEx.
Please visit www.webex.com for details.)
- 10/100 NIC card.

(Note: Needed for Internet-based remote support.)
- 17 inch LCD Monitor (1024 x 768) recommended.
Super VGA (800 x 600) or higher-resolution monitor with 256 colors minimum supported.
- CD-ROM or DVD drive.
- 3 ½ inch Floppy Disk drive.
- Keyboard and Microsoft Mouse or compatible pointing device.
(Note: Optical mouse recommended.)

Additional Items Required to Use Product Features

- For printing
A printer suitable for the amount and type of printing that you will be doing.
Hewlett-Packard's printers are strongly recommended.

Additional Recommendations

- Anti-Virus Software
- Backup Software and Media
- Universal Power Supply
- E-mail account

ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT
REGARDING PROVIDER AGENCY DATA COLLECTION OBLIGATIONS

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work associated with my employer's EMS data obligations. I agree to forward all requests of the release of any data or information received by me to my employer's Trauma and Emergency Medicine Information System (TEMIS) supervisor.

I agree to keep all patient and/or agency identifiable TEMIS data confidential and (unless authorized by the patient or the appropriate agency) to protect these confidential materials against disclosure to other than my employer or County authorized employees who have a need to know the information.

I agree that all TEMIS software application modules, and all modifications, enhancements, and revisions thereof and thereto, and all materials, documents, software programs and documentation, written training documentation aids, and other items provided to Provider by County for purposes of TEMIS data collection shall be considered confidential. As such, I will refrain from reproducing, distributing, or disclosing any such confidential County products except as necessary to perform the Provider's EMS data collection obligation.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of which I become aware. I agree to return all confidential materials to my immediate employment with my employer, whichever occurs first.

I acknowledge that violation of this agreement will subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

NAME: _____ DATE: _____
(Signature)

NAME: _____ DATE: _____
(Print)

POSITION: _____

PROVIDER AGENCY

MONTHLY RUN VOLUME

Date Sent: _____

Month: _____

Number of 9-1-1 responses (hand count) _____

Entered in TEMIS:

All _____

Some (enter volume) _____

None _____

Please send to: Emergency Medical Services Agency
 Attention: TEMIS Unit
 5555 Ferguson Drive, Suite 220
 Commerce, CA 90022



**EMERGENCY MEDICAL TECHNICIAN-PARAMEDIC
SERVICE PROVIDER AGREEMENT**

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

(PROVIDER COMPANY NAME)

EFFECTIVE

JULY 1, 2008 – JUNE 30, 2013

EMERGENCY MEDICAL TECHNICIAN-PARAMEDIC SERVICE
PROVIDER AGREEMENT

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PROVIDER AGREEMENT

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PROVIDER AGREEMENT

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Contract # _____

EMERGENCY MEDICAL TECHNICIAN-PARAMEDIC SERVICE PROVIDER AGREEMENT

THIS AGREEMENT is made and entered into this _____ day
of _____, 2008,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

(hereafter "Provider").

WHEREAS, pursuant to the authority granted under the
Emergency Medical Services and Prehospital Emergency Medical Care
Personnel Act (Health and Safety Code, Section 1797 et seq.),
(hereinafter "Act") County has established and maintains an
Advanced Life Support ("ALS") system providing services utilizing
Emergency Medical Technicians-Paramedics (hereafter "EMT-P" or
"paramedics") for the delivery of emergency medical care to the
sick and injured at the scene of an emergency, during transport
to a general acute care hospital, during interfacility transfer,
while in the emergency department of a general hospital, until
care responsibility is assumed by the regular staff of that
hospital, and during training within the facilities of a
participating general acute care hospital; and

WHEREAS, under the Act County has designated its Department
of Health Services (DHS) as the local Emergency Medical Services
Agency (hereafter "EMS Agency"); and

WHEREAS, the EMS Agency approves paramedic provider agencies to render through licensed and accredited EMT-P personnel ALS level patient care in accordance with policies and procedures established by the EMS Agency and State EMS Authority; and

WHEREAS, Health and Safety Code and related regulations require the Provider to have a written agreement with its local EMS Agency to participate in ALS Programs; and

WHEREAS, Provider desires to operate an ALS system in accordance with policies and procedures established by the EMS Agency; and

WHEREAS, Provider, by virtue of its qualifications pursuant to such approval process and its execution of this Agreement, is a County-approved ALS provider; and

WHEREAS, Provider has a quality assurance and improvement program approved by the EMS Agency; and

WHEREAS, the authority for entering into this Agreement is found in Health and Safety Code Sections 1797.252 and 1798; Government Code Section 26227; and Title 22, California Code of Regulations Section 100167(b)(4); and

WHEREAS, the parties wish to cooperate with each other and with paramedic base hospitals in the joint development and operation of an ALS system in Los Angeles County in order to efficiently and appropriately meet the needs of Los Angeles County residents for high quality paramedic services;

NOW, THEREFORE, the parties agree as follows:

1. BASIS AND PURPOSE: The basis of this Agreement is the desire and intent of the parties to cooperate in the operation of each party's component of the emergency medical care delivery system, consistent with each party's other health services activities and fiscal requirements and the duties and responsibilities of the County and its EMS Agency. Its purposes are to establish, in a manner reflective of that cooperative basis the designated roles of the EMS Agency and the Provider, (a) the specific rules, duties and responsibilities of the parties with respect to the matters addressed herein and (b) mechanisms and procedures for problem resolution.

2. TERM:

A. The term of this Agreement shall become effective on the date first hereinabove written, and it shall continue in full force and effect, unless sooner canceled, terminated, or suspended as provided herein, to and including June 30, 2013. This Agreement shall be reviewed, as needed by the parties' representatives, to ensure its applicability to then current conditions, policies, and protocols specific to the ALS program in Los Angeles County.

In any event, this Agreement may be canceled at any time by either party by the giving of at least one hundred-eighty (180) calendar days advance written notice thereof to the other party.

B. County shall not be obligated by any provision of this Agreement during any of County's future fiscal years (July 1 - June 30) unless and until County's Board of Supervisors appropriates funds for this Agreement in County's Budget for such fiscal year. If County's Board of Supervisors fails to appropriate funds for any fiscal year, this Agreement shall be deemed to have terminated on June 30th of the prior fiscal year. The Interim Director of the Department of Health Services, or their designee (hereinafter jointly referred to as "Director"), shall notify the Provider in writing of such non-allocation of funds at the earliest possible date.

3. ROLE OF THE EMS AGENCY:

A. Establish policies and procedures consistent with State and County laws, regulations, and standards. Distribute to Provider within sixty (60) calendar days of the execution of this Agreement upon request a complete manual (EMS Agency's Prehospital Care Policy Manual and Medical Guidelines) containing all the EMS protocols and policies which the EMS Agency currently considers to be applicable to participants in the ALS system. The existing Prehospital Care Policy Manual and Medical Guidelines are incorporated herein by reference. Policy updates will be distributed regularly.

B. Establish a Quality Improvement (QI) program as a means of evaluating EMT-P services provided. This QI program shall include defined standards, evaluation methodologies, and utilization of evaluation results for continued system improvement. Such methods may include, but are not limited to, a written plan describing the program objectives, organization, scope, and mechanisms for overseeing the effectiveness of the program.

C. Maintain a comprehensive system-wide data collection system to facilitate the QI program of the EMS Agency as well as that of the Provider.

D. Upon Provider's written request, supply the Provider with pertinent EMS data specific to the Provider, as well as appropriate system-wide data.

E. Review the QI program of the Provider on a scheduled basis.

F. Assess the Provider's compliance with this Agreement and the policies and procedures of EMS Agency by performing scheduled annual or as-needed audits of the Provider and other ALS provider agency records and by periodically observing the Provider and other ALS operations on a first-hand basis, through scheduled ALS unit field observations and Provider site surveys. Any deviation from the annual audit schedule shall be on an as-needed basis

upon consent of the Provider which shall not be unreasonably withheld.

G. Assign ALS Units of the Provider to a designated base hospital after consultation with base hospitals and the Provider. These assignments may be changed from time to time by Director after consultation with the Provider and the concerned base hospitals.

ALS Units may be reassigned to another base hospital in those instances when a designated base hospital gives notice that it is withdrawing from the system, when a designated base hospital is suspended or terminated from the prehospital care system, or when the Provider demonstrates that its ALS Unit would be better served by a different base hospital (e.g., communication problems). In the event reassignment occurs, the Provider, if it believes the new assignment is inappropriate, shall be given an immediate opportunity to provide written and oral statements to the Medical Director of the EMS Agency in support of a different assignment.

H. Coordinate the Emergency Medical Services Commission ("EMSC") and its subcommittees so that the EMSC may analyze, review, and comment upon the EMS Agency policies and give advice to the Board of Supervisors and the Director of DHS regarding such policies.

I. Coordinate and staff the EMS Agency's Provider Agency Advisory and Base Hospital Advisory Committees in order to provide a regularly scheduled meeting forum for the exchange of ideas regarding ALS continuing education programs, training programs, licensure, certification and accreditation issues.

J. Coordinate and staff the EMS Agency's Medical Advisory Council in order to provide a regularly scheduled meeting forum which provides specialized medical advice to the Medical Director of the EMS Agency. The Provider shall be represented by a currently licensed EMT-P selected by the Provider Agency Advisory Committee.

K. After consultation with and advice from the EMSC's Data Advisory Committee, if duly constituted, the EMS Agency shall continue to maintain a comprehensive EMS data collection system. The EMS data collection system shall include:

- (1) Data collection file specifications.
- (2) A provider data collection procedure manual.
- (3) Generation of quarterly summary reports and other reports requested by the Provider.
- (4) A standardized EMS Report Form provided to EMT-P Service providers at no charge. The current EMS Report Form is attached hereto as Exhibit I, and is incorporated herein by reference.

L. Designate one or more individuals within the EMS Agency with the primary responsibilities of communication and liaison with each provider with respect to matters affecting the ALS delivery system under the jurisdiction of the EMS Agency. Responsibilities also include:

(1) Scheduling periodic field observations and attending meetings related to the EMS system.

(2) Conducting an inventory inspection prior to approving a new ALS Unit.

M. Provide EMT-P training at the Paramedic Training Institute as long as the program is approved by the Board of Supervisors. Both public and private provider agencies are required to offset the cost of training at charges approved by the Board of Supervisors.

N. Provide continuing education classes for EMT-Ps on a periodic, as needed, basis. At times, specified continuing education will require mandatory attendance by all EMT-Ps. The EMS Agency will monitor and approve EMT-P continuing education classes offered by base hospitals.

O. The EMS Agency Medical Director shall establish and maintain medical control in the following manner:

(1) Prospectively, by assuring the development of written medical policies and procedures, to include at a minimum:

a. Readily accessible treatment procedures that encompass the EMT-P scope of practice.

b. Local medical control policies and procedures as they pertain to the EMT-P base hospitals, EMT-P service providers, EMT-P personnel, and the local EMS Agency.

c. Criteria for initiating specified emergency treatments prior to voice contact.

d. Requirements to be followed when it is determined that the patient will not need transport to the hospital by ambulance.

e. Requirements for the initiation, completion, review, evaluation, and retention of a patient care record.

(2) Immediately, by providing for direct voice communication between a EMT-P and a EMT-P base hospital physician or mobile intensive care nurse (MICN).

(3) Retrospectively, by providing for organized evaluation and continuing education for EMT-P personnel.

P. In concert with the County's Internal Services Department, assume ongoing responsibility for the design, development, timely implementation, and technical integrity of the Paramedic Communications System ("PCS"). In addition, responsibilities include maintenance and repair of

County-owned equipment and the development of PCS communication equipment specification, operating procedures, and maintenance standards.

Q. Upon request of Provider, the EMS Agency Medical Director may provide the required authorization needed by the Provider to purchase, store, and distribute medications and medical supplies required by Ref. No. 703, ALS Unit Inventory, provided that the Provider complies with all aspects of Ref. No. 701, Supply and Resupply of Designated EMS Provider Units/Vehicles, in the Prehospital Care Policy Manual. As an alternative, the EMS Agency Medical Director may give Provider authorization to utilize its own Medical Advisor if they meet the requirements set forth in Ref. No. 411, Provider Agency Medical Advisor, of the Prehospital Care Policy Manual.

R. Authorize, at its discretion, the use by a qualified Provider of Standing Field Treatment Protocols (SFTPs) in the provision of ALS services in connection with emergency medical care in accordance with EMS Agency policy.

4. RESPONSIBILITIES OF PROVIDER:

A. Eligibility Requirements: Provider shall meet at least one of the following:

(1) Be authorized to provide 9-1-1 emergency medical services within a City or unincorporated area of Los Angeles County, or both, by the appropriate

governmental authority(ies) responsible for that area. This provider is referred to as the "Primary Provider" for that geographical area; or

(2) If provider is a private entity, be licensed by the County of Los Angeles as an ambulance operator.

B. Operational Requirements:

(1) Policies and Procedures: Implement the policies and procedures of the EMS Agency for the medical direction of prehospital care advanced life support personnel.

(2) Data Collection: Complete one EMS Agency approved EMS Report Form (Exhibit I), for every EMS response and submit the form to the EMS Agency within twenty-one (21) calendar days of the response. If captured electronically, the Provider shall enter the required data elements following the format specified in Exhibit II, attached hereto and incorporated herein by reference, within forty-five (45) calendar days of the response, into the Trauma and Emergency Medicine Information System (TEMIS). If the EMS Agency is providing the software for data entry, all conditions for provision of TEMIS software, as listed in Exhibits III, IV, and V attached hereto and incorporated herein by reference, shall be satisfied by the Provider. At such time that the Provider captures the entire EMS

Report Form electronically and has a quality improvement process in place to ensure ongoing capture, submission of a hard copy of the EMS Report Form to the EMS Agency may be discontinued. Exhibit VI, Monthly Run Volume Report, attached hereto and incorporated by reference, shall be completed and forwarded to the EMS Agency within 30 calendar days following the end of each month.

(3) Availability of Records: Submit copies of all records, audio recordings, run reports, and logs pertaining to pre-hospital care of patients and personnel involved in the prehospital care system upon the written request of the Medical Director of the EMS Agency or his/her designee(s). All such records, run reports, audio recordings, and logs shall be retained in Los Angeles County by the Provider for the period of time required by law and by EMS Agency's Prehospital Care Policy Manual, Ref. No. 610, Retention of Prehospital Care Records. Copies of such records, run reports, audio recordings, and logs submitted to the EMS Agency Medical Director, or their designee(s), hereunder may only be used for audit, investigation, or statistical analysis purposes. The EMS Agency Medical Director and their designees shall comply with all applicable State and Federal laws relating to

confidentiality and shall maintain the confidentiality of copies of records, run reports, audio recordings, and logs submitted hereunder and shall disclose any such materials to third parties only if required by law to do so. Incident reports and other risk management reports prepared by the Provider for its attorney(s), which are protected by the attorney-client privilege provisions of the California Evidence Code, shall not be a subject of disclosure to the EMS Agency under this paragraph.

(4) ALS Program Monitoring: Permit scheduled periodic site visits by representatives authorized by the EMS Agency Medical Director and qualified to perform surveys and reviews including field observation to ensure compliance with State laws and regulations, local policies and this Agreement.

(5) Record Retention: Retain the original copy of the EMS Report Form (labeled "Provider") for a minimum of seven (7) years, or if for a minor, at least one (1) year past the age of majority, whichever is greater.

(6) Supply and Resupply: Establish a mechanism to purchase, store, and distribute all medical supplies and pharmaceuticals identified in the most current version of Ref. No. 703, ALS Unit Inventory and shall

comply with the provisions of the most current version of Ref. No. 701, Supply and Resupply of Designated EMS Provider Units/Vehicles, and all other applicable requirements for equipment and supplies as set forth in the Prehospital Care Policy Manual, Reference No. 700 et seq. The Provider may request the EMS Agency Medical Director to provide authorization for the purchase of these drugs and supplies. The Provider shall not seek to resupply ALS Units or other vehicles with supplies from receiving hospitals.

(7) Approval of New ALS Units/Relocation of ALS Units: Request approval for each ALS Unit it desires to put into service. Any long term relocation of existing ALS staffed units shall be approved by the EMS Agency. The EMS Agency shall be notified of any reductions in the number of ALS staffed units.

(8) ALS Unit Staffing: Staff each approved ALS Unit with a minimum of two (2) licensed and County-accredited paramedics as specified in the Prehospital Care Policy Manual. The Provider may request approval from the EMS Agency to modify its delivery system to the one paramedic/one Emergency Medical Technician-I ("EMT-I") (1:1) interfacility transport program in keeping with the intent and service level requirements

of Ref. No. 408, Advance Life Support (ALS) Unit Staffing.

(9) Identification of ALS Vehicles and Personnel:

Ensure that all ALS Units and paramedic personnel are visibly identified as such, wear on their uniforms standard paramedic insignia.

(10) Communication Equipment: Equip each approved ALS Unit with at least one (1) portable radio capable of voice communications with base hospitals and transportable to the patient's side. Each radio shall meet the technical requirements outlined in Los Angeles County's Specification 2029, a copy which has heretofore been given Provider by the EMS Agency.

(11) Quality Improvement: Develop, implement, and maintain a QI program approved by the EMS Agency to include a written plan describing the program objectives, organization, scope, and mechanisms for overseeing the ALS program and participating in the County-wide QI program.

5. PROBLEM RESOLUTION:

A. Provider shall name specific individuals within the Provider's agency, upon execution of this Agreement, who are authorized to assist the EMS Agency Medical Director with problem resolution under this Agreement.

B. Provider shall respond to written requests for information regarding any perceived problem within fourteen (14) calendar days following receipt of such request.

C. Provider is encouraged to resolve normal day-to-day operational concerns directly with involved base hospitals, receiving hospitals, etc. If a problem is not resolved at this level, Provider may refer it to the EMS Agency for further review and action.

D. Problems perceived by the Provider to have a system-wide impact should be referred directly to the EMS Agency.

E. Provider shall report possible violations of the California Health and Safety Code Section 1798.200 or any possible violation of California Health and Safety Code Section 1798.202 by Provider's EMT-Is or paramedics directly to the EMS Agency Medical Director, as outlined in Ref. No. 214, Base Hospital and Provider Agency Reporting Responsibilities, of the EMS Agency's Prehospital Care Policy Manual. The EMS Agency Medical Director is required to investigate any such allegations of violations.

F. Issues that cannot be resolved between the Provider and the EMS Agency will be referred to the EMSC for review and recommendations.

G. Issues that cannot be resolved at the local level will be referred to the State EMS Authority for review and recommendations.

6. NONDISCRIMINATION: None of the parties to this Agreement shall employ discriminatory practices in the performance of the obligations hereunder, nor in the employment of personnel, or in any other respect on the basis of race, color, sex, age, religion, national origin, ancestry, or physical or mental handicap and shall at all times act in this regard in accordance with requirements of Federal and State law.

7. NONDISCRIMINATION AND AFFIRMATIVE ACTION: With respect to a Provider which is not a governmental or other public entity, the following shall apply:

A. The Provider certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations.

B. The Provider shall certify to, and comply with, the provisions of Exhibit IX - Contractor's EEO Certification.

C. The Provider shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

D. The Provider certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

E. The Provider certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination

under this Contract or under any project, program, or activity supported by this Contract.

F. The Provider shall allow County representatives access to the Provider's employment records during regular business hours to verify compliance with the provisions of this Paragraph 7 when so requested by the County.

G. If the County finds that any provisions of this Paragraph 7 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Provider has violated federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Provider has violated the anti-discrimination provisions of this Contract.

H. The parties agree that in the event the Provider violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as

liquidated damages in lieu of terminating or suspending this Contract.

8. NONEXCLUSIVITY: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Provider. This Agreement shall not restrict DHS from acquiring similar, equal or like goods and/or services from other entities or sources.

9. NOTICE OF DELAYS: Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

10. NOTICE OF DISPUTES: The provider shall bring to the attention of the County Project Manager and/or County Project Director any dispute between the County and the Provider regarding the performance of services as stated in this Contract. If the County Project Manager or County Project Director is not able to resolve the dispute, the Director of DHS, or designee shall resolve it.

11. SUBCONTRACTING:

A. The requirements of this Contract may not be subcontracted by the Provider without the advance approval of the County. Any attempt by the Provider to subcontract

without the prior consent of the County may be deemed a material breach of this Contract.

B. If the Provider desires to subcontract, the Provider shall provide the following information promptly at the County's request:

(1) A description of the work to be performed by the subcontractor;

(2) A draft copy of the proposed subcontract; and

(3) Other pertinent information and/or certifications requested by the County.

C. The Provider shall indemnify and hold the County harmless with respect to the activities of each and every sub-contractor in the same manner and to the same degree as if such sub-contractor(s) were Provider employees.

D. The Provider shall remain fully responsible for all performances required of it under this Contract, including those that the Provider has determined to subcontract, notwithstanding the County's approval of the Provider's proposed subcontract.

E. The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Provider is responsible to notify its sub-contractors of this County right.

F. The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and sub-contract employees.

G. The Provider shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

H. The Provider shall obtain certificates of insurance, which establish that the sub-contractor maintains all the programs of insurance required by the County from each approved sub-contractor. The Provider shall ensure delivery of all such documents to:

County of Los Angeles
Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street, 6th Floor East
Los Angeles, California 90012

Attention: Division Chief

before any sub-contractor employee may perform any work hereunder.

12. PROVIDER'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Provider acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court-ordered child, family, and spousal

support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Provider's duty under this Agreement to comply with all applicable provisions of law, Provider warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department (CSSD) Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

Within thirty (30) calendar days of the effective date of this Agreement, Provider shall submit to County's CSSD a completed Principal Owner Information ("POI") Form, Exhibit X, attached and incorporated herein by reference, along with certifications in accordance with the provisions of Section 2.200.060 of the County Code, that: (1) the POI Form has been appropriately completed and provided to the CSSD with respect to Provider's Principal Owners; (2) Provider has fully complied with all applicable State and federal reporting requirements relating to employment reporting for its employees; and (3) Provider has fully complied with all lawfully served Wage and Earnings

Assignment Orders and Notices of Assignment and will continue to maintain compliance. Each certification shall be submitted on the Child Support Compliance Program ("CSCP") CERTIFICATION, Exhibit XI, attached hereto and incorporated herein by reference.

Failure of Provider to submit the CSCP Certification (which includes certification that the POI Form has been submitted to the CSSD) to County's CSSD shall represent a material breach of contract upon which County may immediately suspend or terminate this Agreement.

13. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of Provider to maintain compliance with the requirements set forth in the PROVIDER'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Paragraph immediately above, shall constitute a default by Provider under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) calendar days of written notice by County's CSSD shall be grounds upon which County's Board of Supervisors may terminate this Agreement, pursuant to the Term and Termination Paragraphs of this Agreement.

14. PROVIDER'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT: Provider acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Provider

understands that it is County's policy to encourage all Providers to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Provider's place of business. County's CSSD will supply Provider with the poster to be used.

15. GOVERNING LAW, JURISDICTION, AND VENUE: This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Provider agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

16. INDEPENDENT PROVIDER STATUS:

A. This Contract is by and between the County and the Provider and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Provider. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. The Provider shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages,

unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Provider.

C. The Provider understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation Liability, solely employees of the Provider and not employees of the County. The Provider shall be solely liable and responsible for furnishing any and all Worker's Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Provider pursuant to this Contract.

17. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: The provider shall notify its employees, and shall require each sub-contractor to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

18. RECYCLED BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Provider agrees to use recycled-content paper to the maximum extent possible on this Contract.

19. WAIVER: No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other

breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 19 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

20. TERMINATION FOR DEFAULT:

A. The County may, by written notice to the Provider, terminate the whole or any part of this Contract, if, in the judgment of the Director:

(1) Provider has materially breached this Contract;

(2) Provider fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or

(3) Provider fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

B. In the event that the County terminates this Contract in whole or in part as provided in Sub-Paragraph

20A, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Provider shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Provider shall continue the performance of this Contract to the extent not terminated under the provisions of this Sub-Paragraph 20B.

C. Except with respect to defaults of any sub-contractor, the Provider shall not be liable for any such excess costs of the type identified in Sub-paragraph 20B, if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Provider. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Provider.

If the failure to perform is caused by the default of a sub-contractor, and if such default arises out of causes beyond the control of both the Provider and sub-contractor, and without the fault or negligence of either of the

parties, the Provider shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Provider to meet the required performance schedule. As used in this Sub-paragraph 20C the terms "sub-contractor" and "sub-contractors" mean subcontractor(s) at any tier.

D. If, after the County has given notice of termination under the provisions of this Paragraph 20, it is determined by the County that the Provider was not in default under the provisions of this Paragraph 20, or that the default was excusable under the provision of Paragraph 20C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 21, Termination for Convenience.

E. In the event the County terminates this Contract in its entirety due to the Provider's default as provided in Sub-Paragraph 20A, the Provider and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Provider and the County agree that the County shall, at its sole option and in lieu of the provisions of Sub-paragraph

20B, be entitled to liquidated damages from the Provider, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Provider to the County by cash payment upon demand or, at the sole discretion of the County, or designee, deducted from any amounts due to the Provider by the County, whether under this Contract or otherwise.

These liquidated damages shall be in addition to any credits which the County is otherwise entitled to under this Contract, and the Provider's payment of these liquidated damages shall not in any way change, or affect the provisions of Paragraph 24- Indemnification.

F. The rights and remedies of the County provided in this Paragraph 20 shall not be exclusive and are in addition to any other rights and remedies provided by law under this Contract.

21. TERMINATION FOR CONVENIENCE: The performance of services under this Contract may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Provider of a ten (10) calendar day advance Notice of Termination specifying

the extent to which performance of services under this Contract is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Provider shall:

A. Stop services under this Agreement on the date and to the extent specified in such Notice of Termination; and

B. Complete performance of such part of the services as shall not have been terminated by such Notice of Termination. Further, after receipt of a Notice of Termination, Provider shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Provider to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Provider in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Provider the amount so determined. Provider, for a period of five (5) years after final settlement under this Agreement, shall retain and make available all its books, documents, records, or other evidence, bearing on the costs and expenses of Provider

under this Contract in respect to the termination of services hereunder.

22. TERMINATION FOR INSOLVENCY:

A. County may terminate this Contract forthwith in the event of the occurrence of any of the following:

(1) Insolvency of the Provider. The Provider shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Provider is insolvent within the meaning of the Federal Bankruptcy Code;

(2) The filing of a voluntary or involuntary petition regarding the Federal Bankruptcy Code;

(3) The appointment of a Receiver or Trustee for the Provider; or

(4) The execution by the Provider of a general assignment for the benefit of creditors.

B. The rights and remedies of County provided in this Paragraph 22 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

23. PROVIDER STATUS/PROVIDER EMPLOYEES: This Agreement is not intended, and shall not be construed, to create the

relationship of agent, servant, employee, partnership, joint venture, or association, between either party to the Agreement.

Provider understands and agrees that all of its employees rendering prehospital emergency medical care services under this Agreement, for purposes of Workers' Compensation liability, are employees solely of Provider and not of County.

24. INDEMNIFICATION: With respect to a Provider which is a duly incorporated City or other public entity: Pursuant to the provisions of Section 895.4 et seq. of the California Government Code, each party agrees to defend, indemnify, and hold the other harmless from all loss, including attorney fees, or liability for injury or damage, actual or alleged, to person or property arising out of or resulting from the indemnifying party's acts or omissions in the performance of this Agreement.

For all other providers: each party shall indemnify, defend, and hold harmless the other and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the indemnifying party's acts and/or omissions arising from and/or relating to this Agreement.

25. GENERAL INSURANCE REQUIREMENTS: Without limiting Provider's indemnification of County, and during the term of this Agreement, Provider shall provide and maintain, and shall require

all of its sub-contractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Provider's own expense.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to County's Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor-East, Los Angeles, California 90012, prior to commencing services under this Agreement. Such certificates or other evidence shall:

- (1) Specifically identify this Agreement.
- (2) Clearly evidence all coverages required in this Agreement.
- (3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.
- (5) Identify any deductibles or self-insured

retentions for County's approval. County retains the right to require Provider to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Provider to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Provider to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Provider resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Provider, County may deduct from sums due to Provider any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims, or Suits:

Provider shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Provider and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Provider arising from or related to services performed by Provider under this Agreement.

(3) Any injury to a Provider employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Provider under the terms of this Agreement.

E. Compensation for County Costs: In the event that Provider fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Provider shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Sub-

Contractors: Provider shall ensure any and all sub-contractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(1) Provider providing evidence of insurance covering the activities of sub-contractors, or

(2) Provider providing evidence submitted by sub-contractors evidencing that sub-contractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of sub-contractor insurance coverage at any time.

G. If Provider is a public entity, a program of self-insurance providing equivalent coverage may be accepted at the County's Risk Manager's discretion.

26. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance: (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Automobile Liability Insurance: (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than One Million Dollars (\$1,000,000) for each accident. Such insurance shall include coverage

for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. Workers' Compensation and Employers' Liability:

Insurance providing Workers' Compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Provider is responsible. If Provider's employees will be engaged in maritime employment, coverage shall provide Workers' Compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other federal law for which Provider is responsible.

In all cases, the above insurance also shall include Employer's Liability coverage with limits of not less than the following:

Each Accident:	\$1 Million
Disease - Policy Limit:	\$1 Million
Disease - Each Employee	\$1 Million

D. Professional Liability: Insurance covering liability arising from any error, omission, negligent, or wrongful act of Provider, its officers or employees with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate.

The coverage shall also provide an extended two year reporting period commencing upon expiration or earlier termination or cancellation of this Agreement.

27. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Provider, immediately terminate the right of Provider to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Provider, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement or the making of any determinations with respect to Provider's performance pursuant to this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Provider as it could pursue in the event of default by Provider.

Provider shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

28. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:

A. The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or

delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein.

However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any

reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

29. ADDITIONAL EXHIBITS: Attached hereto and incorporated herein by reference are Exhibits VII, VIII, XII, XIII, XIV, and XV.

30. COUNTY'S QUALITY ASSURANCE PLAN: The local EMS Agency will evaluate the Provider's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Provider's compliance with all contract terms and performance standards. Provider deficiencies which the local EMS Agency determines are severe or continuing, and that may place performance of this Agreement in jeopardy if not corrected, will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Provider. If improvement does not occur consistent with the corrective action measure, County may terminate this Agreement or impose other penalties as specified in this Agreement.

31. DUE PROCESS:

A. Notice of Adverse Action Meeting: Provider shall be given prompt written notice by the EMS Agency Medical Director of any adverse action involving the paramedic.

provider program to the Chief Executive Office, the EMS Program Manager, the EMS Coordinator, and the Medical Advisor. The notice shall contain the specific alleged violations and the supporting factual basis upon which the EMS Agency's pending or proposed action(s) is/are based. Provider shall be afforded a right to request an informal meeting with the EMS Agency Medical Director before implementation of any actions. With the exception of summary suspension actions or a summary suspension with intent to terminate action, the Chief Executive Officer of the Provider (or designee) may, within thirty (30) calendar days from receipt of said notice by the County, request in writing an informal meeting with the EMS Agency Medical Director for the purpose of clarifying any further details of the alleged violation(s), to permit the Provider an opportunity to appear and respond to said alleged violations or any proposed action by the EMS Agency, and further to dispute any factual basis therefore. Should a situation occur requiring a summary suspension action or a summary suspension with intent to terminate action, an emergency meeting will be rapidly convened between the EMS Agency Medical Director and the Chief Executive Officer of the Provider, or their designee, to discuss the alleged violations and any pending or proposed action. Summary suspension will not occur unless EMS Agency Medical Director

believes the Provider may be engaging in a continuing course of conduct which poses an imminent danger to life or health of the public receiving or requesting medical services from it.

B. EMS Agency Informal Meeting Procedures: Upon receipt of Provider's request for an informal meeting hereunder, the EMS Agency Medical Director shall schedule the meeting within ten (10) calendar days thereafter unless otherwise agreed upon in writing by both parties or unless an emergency meeting is being convened as outlined in Paragraph 31.A. The purpose of the meeting shall be to discuss in detail any alleged violations, the basis for any pending or proposed action by the EMS Agency, and any response or opposition to said action(s) by the Provider. Within ten (10) calendar days following the meeting (unless otherwise agreed to in writing) the EMS Agency Medical Director shall issue a written decision to the Provider regarding any pending or proposed EMS Agency action towards the Provider (which was the subject of the meeting), and in particular with respect to any decisions regarding any action or proposed summary suspension of the Provider's program.

C. Appeal from Decision of Medical Director: The Provider may appeal the decision from the EMS Agency Medical Director within thirty (30) days of receipt of the decision.

Such appeal shall be in writing and addressed to the Director. Upon receipt of such appeal, the Director shall, within fifteen (15) calendar days, schedule a hearing which shall be attended by selected members of the EMS Agency staff and selected representatives from the Provider (in addition to the Chief Executive Officer or their designee).

The purpose of such hearing shall be to conduct an independent and de novo review of the basis for the decision. The Director shall independently review de novo the factual basis for any pending or proposed action taken by the EMS Agency against or adverse to the Provider. The Director may either sustain the EMS Agency Medical Director's decision or make recommendations to the EMS Agency Medical Director regarding any other disposition of the matter. Any decision of the EMS Agency Medical Director following recommendations from the Director for another disposition of the matter shall include written findings to support any decision rendered. The decision of the EMS Agency Medical Director shall be deemed a final administrative decision for the purposes of any administrative or prerogative writ.

32. COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) OF 1996: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA").

Provider understands and agrees that, as a provider of medical treatment services, it is a 'covered entity' under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Provider understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Provider's behalf. Provider has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Provider's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

"PROVIDER AND COUNTY UNDERSTAND AND AGREE THAT EACH IS INDEPENDENTLY RESPONSIBLE FOR HIPAA COMPLIANCE AND AGREE TO TAKE ALL NECESSARY AND REASONABLE ACTIONS TO COMPLY WITH THE REQUIREMENTS OF THE HIPAA LAW AND IMPLEMENTING REGULATIONS

RELATED TO TRANSACTIONS AND CODE SET, PRIVACY, AND SECURITY. EACH PARTY FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY (INCLUDING THEIR OFFICERS, EMPLOYEES, AND AGENTS), FOR ITS FAILURE TO COMPLY WITH HIPAA."

33. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: Provider shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit XVI, attached hereto and incorporated herein by this reference, and is also available on the Internet at www.babysafela.org for printing purposes.

34. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: Provider acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Provider understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the contractor's place of business. Provider will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply Provider with the poster to be used.

35. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, postage pre-paid, return receipt requested, to the parties at the following addresses and to the attention of the person named. Notices shall be deemed "given" on the date of actual personal delivery or on the date notices sent by certified or registered mail are signed. The EMS Agency Medical Director shall have the authority to issue all notices which are required or permitted by the County hereunder. The Addresses and persons to be notified may be changed by either party by giving at least ten (10) calendar days prior written notice thereof to the other.

A. Notices to County shall be addressed as follows:

- (1) Department of Health Services
Emergency Medical Services Agency
5555 Ferguson Drive, Suite 220
Commerce, CA 90022

Attn: Director

- (2) Department of Health Services
Contracts and Grants Division
313 North Figueroa Street, Sixth Floor East
Los Angeles, CA 90012

Attn: Division Chief

- (3) Auditor-Controller
Kenneth Hahn Hall of Administration
500 West Temple Street, Room, 525
Los Angeles, CA 90012

Attn: Director

B. Notices to Provider shall be addressed as follows:

Provider Name:
Provider Street Address:
Provider City, State, Zip Code:

Attn: President

IN WITNESS THEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its

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Interim Director of Health Services, and Provider has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

PROVIDER

COUNTY OF LOS ANGELES

Signature

By: _____

John F. Schunhoff, Ph.D.
Interim Director

Printed Name

APPROVED AS TO PROGRAM:
Department of Health Services

Title

By: _____

Cathy Chidester, Acting Director
Emergency Medical Services Agency

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:
Department of Health Services

By: _____
Cara O'Neill, Chief
Contracts and Grants Division

EMT-P/AGREECD4437.JA
jca:05/30/08

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Medicaid		Issue Date		Insurance Co		Account #					
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EMS REPORT

EXHIBIT II

Date: _____ Loc: _____ Jur: _____ Pol: _____ Dist: _____ Scene: _____ No: _____ E: _____ D: _____ S: _____										PATIENT ASSESSMENT Pt. of # Pts _____ Sec. Seq. # _____ RB 59375 7 Age _____ Y/M/D/H M <input type="checkbox"/> Wt. _____ lb/kg F <input type="checkbox"/> Peds Weight _____ Color Code _____	
Inc. _____ Loc. _____ Prov. _____ Unit _____ ADSP _____ Arrival _____ ALPT _____ ALAP _____ ALAP _____ ALAP _____ Team Member ID _____										Distress <input type="checkbox"/> Sev <input type="checkbox"/> Mod <input type="checkbox"/> Level <input type="checkbox"/> Mild <input type="checkbox"/> None <input type="checkbox"/> Complaint { 1 2 3 4 Mechanism of Injury { 1 2 3 4 Extricated @ _____	
Contact _____ Protocol _____ Protocol _____ Rec Fac _____ Divert From: _____ IAMA <input type="checkbox"/> Code 3 <input type="checkbox"/>										GCS Eyes _____ Motor _____ Verbal _____ GCS Total _____ <input type="checkbox"/> Normal for pt / Age	
Name/Last _____ First _____ MI _____ DOB _____ Address _____ City _____ Zip _____ Total Mileage _____ Medi-Cal _____ Issue Date _____ Hospital ID _____ PMD Name _____ SS # _____ Medicare # _____ Issue Date _____ Insurance Co _____ Account # _____										SPECIAL CIRCUMSTANCES <input type="checkbox"/> Barriers to Patient Care _____ <input type="checkbox"/> Poison Control Contacted _____ <input type="checkbox"/> Abuse Suspected _____ <input type="checkbox"/> ETOH _____ <input type="checkbox"/> Drugs Suspected _____	
MEDICAL Abdominal Pain <input type="checkbox"/> Cardiac Arrest <input type="checkbox"/> Fever <input type="checkbox"/> Near Drowning <input type="checkbox"/> Respiratory Arrest <input type="checkbox"/> No Medical Complaint <input type="checkbox"/> Allergic Reaction <input type="checkbox"/> DKA <input type="checkbox"/> Foreign Body <input type="checkbox"/> Neck/Back Pain <input type="checkbox"/> Seizure <input type="checkbox"/> Inpatient Medical <input type="checkbox"/> ALT/E <input type="checkbox"/> Chest Pain <input type="checkbox"/> GI Bleed <input type="checkbox"/> Hx Seizure <input type="checkbox"/> Shortness of Breath <input type="checkbox"/> Inpatient Medical <input type="checkbox"/> Altered LOC <input type="checkbox"/> Choking/Airway Obs <input type="checkbox"/> Head Pain <input type="checkbox"/> Syncope <input type="checkbox"/> Other Pain <input type="checkbox"/> Apnea Episode <input type="checkbox"/> Coughing/Congestion <input type="checkbox"/> Hypoglycemia <input type="checkbox"/> Labor <input type="checkbox"/> Hem/Wom <input type="checkbox"/> Weak/Dizzy <input type="checkbox"/> Other <input type="checkbox"/> Bleeding Oth Site <input type="checkbox"/> Cough/Congestion <input type="checkbox"/> Local Neuro Signs <input type="checkbox"/> OB/POisoning <input type="checkbox"/> Vaginal Bleed <input type="checkbox"/> Behavioral <input type="checkbox"/> Rhythmia <input type="checkbox"/> Nausea/Vomiting <input type="checkbox"/> Palpitations <input type="checkbox"/>										THERAPIES <input type="checkbox"/> NO Treatment BLS PROCEDURE(S) TM # <input type="checkbox"/> AED-Analyzed _____ <input type="checkbox"/> AED-Defibrillation _____ <input type="checkbox"/> Bk Blows/Thrust _____ <input type="checkbox"/> BVM _____ <input type="checkbox"/> CPR _____ <input type="checkbox"/> Dressings _____ <input type="checkbox"/> Oxy _____ NC or M _____ <input type="checkbox"/> OP/INP Airway _____ <input type="checkbox"/> Restraints _____ <input type="checkbox"/> Spinal Immobil _____ <input type="checkbox"/> CMS Intact - Before _____ <input type="checkbox"/> CMS Intact - After _____ <input type="checkbox"/> Splint _____ Traction S _____ <input type="checkbox"/> Suction _____ <input type="checkbox"/> Other _____	
TRAUMA No Apparent Injuries <input type="checkbox"/> Burns/Shock <input type="checkbox"/> Inpatient Trauma <input type="checkbox"/> B P _____ B P _____ Minor Lacer <input type="checkbox"/> Abdomen _____ T Pneumo <input type="checkbox"/> Facial/Dental _____ Trauma <input type="checkbox"/> Chest _____ Arrest <input type="checkbox"/> Amputations _____ Neck _____										ALS PROCEDURE(S) TM # <input type="checkbox"/> BLd Gluc _____ <input type="checkbox"/> Cardioversion _____ <input type="checkbox"/> Card. (EKG) Monitor _____ <input type="checkbox"/> CO2 Det _____ <input type="checkbox"/> DEFibrillation _____ <input type="checkbox"/> ET Intubation _____ <input type="checkbox"/> ETC Intubation _____ <input type="checkbox"/> FB Removal _____ <input type="checkbox"/> IV Insertion _____ g _____ <input type="checkbox"/> I.O. Insertion _____ <input type="checkbox"/> Monitor IV Meds _____ <input type="checkbox"/> Needle Thoracost _____ <input type="checkbox"/> O2 Sat _____ % _____ <input type="checkbox"/> Spinal Clearance Alg. _____ <input type="checkbox"/> Vagal Maneuvers _____ <input type="checkbox"/> 12-Lead EKG _____ <input type="checkbox"/> TC Pacing _____ <input type="checkbox"/> Other _____	
PERL _____ Normal <input type="checkbox"/> Unequal <input type="checkbox"/> Tidal Volume _____ Unequal <input type="checkbox"/> Clear <input type="checkbox"/> Stridor <input type="checkbox"/> Normal <input type="checkbox"/> Flushed Cap Refill: _____ Pinpoint <input type="checkbox"/> Wheezes <input type="checkbox"/> Raies <input type="checkbox"/> Increased <input type="checkbox"/> Hot <input type="checkbox"/> NoRmal/ _____ Fixed & Dil. <input type="checkbox"/> Rhonchi <input type="checkbox"/> Apnea <input type="checkbox"/> Decreased <input type="checkbox"/> Cyanotic <input type="checkbox"/> CoLd <input type="checkbox"/> Delayed <input type="checkbox"/> Diaphoretic <input type="checkbox"/>										R T S _____ BP _____ Resp _____ GCS _____ Total _____	
Time _____ TM# _____ BP _____ Pulse _____ Resp _____ SpO2% _____ Pain (0-10) _____ Time _____ TM# _____ EKG _____ Meds/Defib _____ Dose _____ Route _____ Result _____										Reassessment after Therapies and/or Condition on Transfer: _____ Total IV Fluids Received: _____ cc's _____	
Wt. <input type="checkbox"/> Citizen <input type="checkbox"/> EMS <input type="checkbox"/> None _____ Reason(s) for withholding resuscitation: _____ <input type="checkbox"/> Citizen CPR PTA: _____ EMS CPR @ _____ (time) _____ <input type="checkbox"/> Arrest to CPR: _____ (min) _____ <input type="checkbox"/> EMT Defib _____ <input type="checkbox"/> ALS Resuscitation (use page 2) _____ Ref. 814: <input type="checkbox"/> Rigor <input type="checkbox"/> Lividity _____ <input type="checkbox"/> Bl. Trauma (no org. EKG) _____ Other: _____ (specify) _____										PRN Meds <input type="checkbox"/> VALIUM _____ <input type="checkbox"/> ALB _____ <input type="checkbox"/> NTG _____ <input type="checkbox"/> MS _____ <input type="checkbox"/> D50 <input type="checkbox"/> GLU _____ <input type="checkbox"/> NAR _____ <input type="checkbox"/> VAL _____ Other _____ Given: _____ mg _____ Wasted: _____ mg _____ Narcotic wasted: RN Witness Signature _____	
Signature TM completing form _____ Sig #1 _____ Sig #2 _____ (Reviewed By) _____										cc's _____ <input type="checkbox"/> Vagal Maneuvers _____ <input type="checkbox"/> 12-Lead EKG _____ <input type="checkbox"/> TC Pacing _____ <input type="checkbox"/> Other _____	

COUNTY OF LOS ANGELES EMS PROVIDER AGENCY
CONDITIONS FOR PROVISION OF TEMIS SOFTWARE

County, through its EMS Agency, will:

1. Give Provider a nonexclusive, nontransferable, single user license to use TEMIS software and documentation and any software updates for as long as County maintains its software license contract with Lancet Technology, Inc. or until the Agreement is terminated. Such license entitles the Provider to copy TEMIS software and documentation for back-up or archive purposes only and does not give the Provider the right to sell, lease, sublease, donate, assign, distribute, or otherwise transfer any right in TEMIS software or documentation to any other person or entity.
2. In the event of errors in software, use reasonable efforts to promptly rectify the software. Whenever possible, County shall correct a problem in 24 hours or less. County shall have no such obligations if the problem(s) is a direct or indirect result of software modifications made without written approval from County.

In no event shall County be liable for any direct, indirect, incidental, or consequential damages of any nature whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of information and the like), arising out of the use or inability to use the software, even if County has been advised of the possibility of such damages. The County does not warrant that operations of the software will be uninterrupted or error-free or that all errors will be corrected.

3. Offer a minimum of 16 hours TEMIS basic software training (to include an EMS Data Collection and Form Training Manual) and 24 hours of advanced/refresher training per year, for at least two persons from Provider, to enable Provider personnel to perform data entry, database maintenance, and basic report generation functions.

Provider will:

1. Install in a reasonably secure area and provide maintenance of personal computer (PC) peripherals meeting specifications shown in Exhibit IV, attached hereto and incorporated herein by reference.

2. Should County remove all or any portion of TEMIS software required to submit Provider data to County, or fail to correct any software errors which prevent Provider from being able to perform data entry, Provider's obligation to submit data electronically shall cease, until County has reinstalled the necessary software or corrected the software errors.
3. Not modify the structure and/or function of the TEMIS application software. The software configuration provided shall be used exclusively for the purposes of EMS data collection.
4. Seek telephone assistance from County, whenever TEMIS operation failure occurs, to obtain County TEMIS software maintenance services.
5. Ensure that all software application modules and all material, documents, software programs and documentation, written training documentation and aids and other items provided by County are safeguarded and held in confidence. Such means shall include, but not be limited to requiring each Provider employee or agent given access to TEMIS software to enter into a written agreement in the same form identified as Exhibit V, attached hereto and incorporated herein by reference.
6. If it is reasonably determined by Director that any repair or recovery of software or data, to the extent deemed feasible by Director, was necessary due to theft or due to Provider's negligence, Provider shall reimburse County for the repair, replacement, or recovery cost at a maximum labor rate of \$50 per hour.

In the event that the agreement is terminated for any reason, County shall promptly remove all TEMIS software and the Provider shall return to County all TEMIS documentation (and all copies hereof made by Provider) provided by County to Provider.

Lancet Products (Standalone Version)

- 3.2 GHz Intel Pentium 4 recommended.
Pentium-III 450 MHz minimum supported.

(Note: Intel Celeron and AMD processors not supported.)

- Windows 2000 or XP Professional recommended.
Windows NT 4.0 (with Service Pack 6) minimum supported.

(Note: Windows 95, Windows 98, Millennium Edition (Me), XP Home Edition not supported.)

- 1 GB memory recommended.
128 MB minimum supported.
- 1 gigabyte (GB) of available hard disk space minimum required.

(Note: Actual requirements will be based on your planned use of the software and the amount of data you will be entering or importing.)

- High speed Internet connection recommended.
Web access required. FTP access strongly recommended.

(Note: Internet access is needed for remote access using WebEx.
Please visit www.webex.com for details.)

- 10/100 NIC card.

(Note: Needed for Internet-based remote support.)

- 17 inch LCD Monitor (1024 x 768) recommended.
Super VGA (800 x 600) or higher-resolution monitor with 256 colors minimum supported.
- CD-ROM or DVD drive.
- 3 ½ inch Floppy Disk drive.
- Keyboard and Microsoft Mouse or compatible pointing device.
(Note: Optical mouse recommended.)

Additional Items Required to Use Product Features

- For printing
A printer suitable for the amount and type of printing that you will be doing.
Hewlett-Packard's printers are strongly recommended.

Additional Recommendations

- Anti-Virus Software
- Backup Software and Media
- Universal Power Supply
- E-mail account

ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT
REGARDING PROVIDER AGENCY DATA COLLECTION OBLIGATIONS

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work associated with my employer's EMS data obligations. I agree to forward all requests of the release of any data or information received by me to my employer's Trauma and Emergency Medicine Information System (TEMIS) supervisor.

I agree to keep all patient and/or agency identifiable TEMIS data confidential and (unless authorized by the patient or the appropriate agency) to protect these confidential materials against disclosure to other than my employer or County authorized employees who have a need to know the information.

I agree that all TEMIS software application modules, and all modifications, enhancements, and revisions thereof and thereto, and all materials, documents, software programs and documentation, written training documentation aids, and other items provided to Provider by County for purposes of TEMIS data collection shall be considered confidential. As such, I will refrain from reproducing, distributing, or disclosing any such confidential County products except as necessary to perform the Provider's EMS data collection obligation.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of which I become aware. I agree to return all confidential materials to my immediate employment with my employer, whichever occurs first.

I acknowledge that violation of this agreement will subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

NAME: _____ DATE: _____
(Signature)

NAME: _____ DATE: _____
(Print)

POSITION: _____

____ PROVIDER AGENCY

MONTHLY RUN VOLUME

Date Sent: _____

Month: _____

Number of 9-1-1 responses (hand count) _____

Entered in TEMIS:

All _____

Some (enter volume) _____

None _____

Please send to: Emergency Medical Services Agency
 Attention: TEMIS Unit
 5555 Ferguson Drive, Suite 220
 Commerce, CA 90022

DEPARTMENT OF HEALTH SERVICES
COUNTY OF LOS ANGELES

EXHIBIT VII
(Page 1 of 3)

SUBJECT: **ALS UNIT INVENTORY**

(PARAMEDIC/MICN)
REFERENCE NO. 703

PURPOSE: To provide a standardized minimum inventory on all Advanced Life Support (ALS) Units.

PRINCIPLE: Any equipment or supplies carried for use in providing emergency medical care must be maintained in good working order.

POLICY: ALS vehicles shall carry the following equipment. Reasonable variations may occur; however, any exceptions must have prior approval of the EMS Agency. Transport vehicles shall also be equipped and supplied according to the Department of the California Highway Patrol, California Administrative Code, Title 13.

MEDICATIONS* (minimum required amounts)			
Albuterol (pre-mixed with NS)	20 mgs	Dopamine	400 mgs
Adenosine	24 mgs	Epinephrine (1:1,000)	2 mgs
Amiodarone	900 mgs	Epinephrine (1:10,000)	10 mgs
Aspirin (chewable 80 mg)	640 mgs	Fast-Mag Kit ² and consent forms	1 kit
Atropine sulfate (1 mg/ml or 0.4 mg/ml)	4 mgs	Furosemide	100 mgs
Atropine sulfate (1 mg/10 ml)	6 mgs	Glucagon	1 mg
Calcium chloride	1 gm	Morphine sulfate ³	30 mgs
Dextrose 50%	150 mls	Naloxone	4 mgs
Dextrose solution 100 gm (glucose paste may be substituted)	1	Normal saline (for injection)	2 vials
Diazepam ¹	20 mgs	Nitroglycerin spray	1
Diphenhydramine	100 mgs	Sodium bicarbonate	50 mls
Disaster Cache (mandatory for 9-1-1 responders)			

*All sharps must comply with CCR, Title 8, Section 5193, Bloodborne Pathogens

¹Diazepam carried on ALS Unit is not to exceed 50 mgs.

²Only for provider units that have been approved for the Fast-Mag Clinical Trial

³Morphine sulfate carried on ALS Unit is not to exceed 60 mgs.

EFFECTIVE: 1-1-78
REVISED: 7-01-07
SUPERSEDES: 8-30-06

PAGE 1 OF 3

APPROVED: _____

Director, EMS Agency

Medical Director, EMS Agency

SUBJECT: ALS UNIT INVENTORY

REFERENCE NO. 703

INTRAVENOUS FLUIDS (minimum required amounts)			
1000 ml normal saline	8	250 or 500 ml normal saline	2
SUPPLIES* (minimum required amounts)			
Adhesive dressing (bandaids)	1 box	Flashlight	1
Airways – Nasopharyngeal Large, medium, small (34-36, 26-28, 20-22)	1 each	Gauze sponges (sterile)	12
		Gauze bandages	5
Airways – Oropharyngeal Large	1	Gloves Sterile	2 Pairs
	1	Gloves Unsterile	1 Box
Small Adult/Child	1	Glucometer or blood glucose strips/cotton balls	1 bottle/1 bag
Infant	1	Hand-held nebulizer pack	2
Neonate	1	Hemostats, padded	1
Alcohol swabs	1 box	Intravenous catheters (14G-22G)	5 each
Backboards	2	Intravenous Tubing Microdrip	6
		Macro drip	6
Bag-valve device with O ₂ inlet and reservoir Adult and Pediatric	1 each	Lancets, automatic retractable	5
Bag-valve mask Large	1	Laryngoscope Handle Adult	1
Medium	1	Laryngoscope Blades Adult, curved and straight	1 each
Small Adult/Child	1	Pediatric, Miller #1 & #2	1 each
Toddler	1	Magill Forceps Adult and Pediatric	1 each
Infant	1	Normal saline for irrigation	1 bottle
Neonate	1	Needle thoracostomy kit or 14 G 2" angiocath	2
Burn pack or burn sheets	1	OB pack and bulb syringe	1
Cervical collars (rigid) Adult (various sizes)	4	Oxygen cannulas	3
Pediatric	2	Oxygen Masks Adult and Pediatric	3 each
Communication Failure Protocol Quick Field Reference	1	Pediatric Resuscitation Tape	1
Contaminated needle container	1	Personal Protective Equipment/ Body Substance Isolation Equipment mask, gown, eye protection	2 each
Defibrillator with oscilloscope	1		
Defibrillator electrodes (including pediatric) or paste	2	Procedures Prior to Base Contact Field Reference No. 806.1	1
Double Lumen Esophageal Tracheal Airway (ETC) Small Adult	1	Pulse Oximeter	1
Adult	1	Radio transmitter receiver ⁴	1
ECG Electrodes Adult and Pediatric	6 each		

SUBJECT: ALS UNIT INVENTORY

REFERENCE NO. 703

SUPPLIES* (minimum required amounts)			
ECG, 12-lead capable	1	Saline locks	4
9-1-1 paramedic provider agencies only			
Endotracheal tubes with stylets Sizes 6.0-8.0	2 each	Splints - (long and short)	2 each
End Tidal CO ₂ Detector and Aspirator Adult	1	Splints - traction (adult and pediatric)	1 each
Extraction device or short board	1	Suction Unit (portable)	1
Suction Instruments (8Fr.-12Fr. Catheters)	1 each	Stethoscope	1
Tonsillar tip	1	Tape (various types, must include cloth)	1
Syringes 1 ml – 10 ml	1	Tourniquets	2
Sphygmomanometer Adult/pediatric/high cuff	1 each	Tube Introducer	2
Scissors	1	Vaseline gauze	2

SUPPLIES* (approved optional equipment)	
Dextrose 25%	Resuscitator with positive pressure demand valve (flow rate not to exceed 40L/min)
Intravenous Tubing Blood/Shock	Vacutainer Tubes
Pediatric Laryngoscope Handle	Waveform Capnography
FDA-Approved Intraosseous device Adult 1 each Pediatric 1 each (requires EMS Agency approved training program and QI method prior to implementation)	Transcutaneous Pacing (requires EMS Agency approved training program and QI method prior to implementation)

* All sharps must comply with CCR, Title 8, Section 5193, Bloodborne Pathogens.

⁴Los Angeles County Department of Communications, Spec. No. 2029/2031/2033.

This policy is intended as an ALS Unit inventory only. Supply and resupply shall be in accordance with Reference No. 701, Supply and Resupply of Designated EMS Provider Units/Vehicles.

CROSS REFERENCES:

Prehospital Care Policy Manual:

- Ref. No. 701, Supply and Resupply of Designated EMS Provider Units/Vehicles
- Ref. No. 702, Controlled Drugs Carried on ALS Units
- Ref. No. 712, Resuscitator Requirements for Ambulances, California Vehicle Code
- Ref. No. 714, Recommended Ambulance Equipment, Highway Patrol Handbook 82.4

DEPARTMENT OF HEALTH SERVICES
COUNTY OF LOS ANGELES

SUBJECT: SUPPLY AND RESUPPLY OF DESIGNATED
EMS PROVIDER UNITS/VEHICLES

(PARAMEDIC)
REFERENCE NO. 701

PURPOSE: To provide a policy for 9-1-1 provider agencies to procure, store and distribute medical supplies and pharmaceuticals identified in the ALS Unit Inventory that require specific physician authorization.

AUTHORITY: California Health and Safety Code, Division 10, California Uniform Controlled Substances Act; and Division 2.5, Chapter 5, Section 1798.
California Code of Regulations, Title 22, Chapter 4, Article 6, Section 100169;
California Code of Regulations, Title 22, Division 9, Chapter 3, Article 2

DEFINITION: Restricted Drugs and Devices: Drugs and devices bearing the legend, "Caution, federal law prohibits dispensing without prescription," or "Federal Law restricts this device to sale by or the order of a physician," or words of similar import.

POLICY:

I. Responsibilities of Provider Agencies

A. Each provider agency shall have a mechanism to procure, store and distribute its own restricted drugs and devices under the license and supervision of a physician who meets one of the following criteria:

1. The Medical Director/Advisor of the provider agency. Medical Director/Advisor must meet the requirements specified in Ref. No. 411, Provider Agency Medical Director.
2. The Medical Director of the EMS Agency.
3. The Base Hospital Medical Director of the provider agency's assigned base hospital.
4. A physician licensed in the State of California and recommended by the provider agency who has received a Los Angeles County EMS system orientation given by the EMS Agency in conjunction with the provider agency.

NOTE: Regardless of option selected, the provider agency shall furnish the EMS Agency with written concurrence from the respective physician that they will assume responsibility for providing medical authorization for procuring restricted drugs and devices.

EFFECTIVE DATE: 06-08-76


PAGE 1 OF 3

REVISED: 05-01-06

SUPERSEDES: 07-01-02

APPROVED:


Director, EMS Agency


Medical Director, EMS Agency

SUBJECT: SUPPLY AND RESUPPLY OF DESIGNATED
EMS PROVIDER UNITS/VEHICLES

(PARAMEDIC)
REFERENCE NO. 701

B. Mechanisms of procurement may include the following:

1. Procurement of restricted drugs and devices through a County-sponsored or other group buying arrangement, if feasible.
2. Procurement of restricted drugs and devices from a hospital that determines it has the legal authority to resell pharmaceuticals and supplies to a provider agency.
3. Procurement of restricted drugs and devices through another legally authorized source, including but not limited to, a pharmaceutical distributor or wholesaler.

C. Each provider agency shall have policies and procedures in place for the procurement, transport, storage, distribution and disposal of restricted drugs and devices. These policies shall be reviewed by the local EMS Agency and shall include, but are not limited to, the following:

1. Identification (by title) of individuals responsible for procurement and distribution.
2. A determination of reasonable quantities of supplies and pharmaceuticals that must be maintained to resupply ALS units between deliveries by distributor.
3. Maintenance of copies of all drug orders, invoices, and logs associated with restricted drugs and devices for a minimum of three years.
4. Procedures for completing a monthly inventory, which includes:
 - a. Ensuring medications are stored in original packaging;
 - b. Checking medications for expiration dates, rotating stock for use prior to expiration, and exchanging for current medications.
 - c. Properly disposing of expired medications that cannot be exchanged.
 - d. Accounting for restricted drugs and devices in stock and/or distributed to ALS units and other transport units.
 - e. Returning medications to the pharmaceutical distributor if notified of a recall.
5. Storage of drugs (other than those carried on the ALS unit itself) that complies with the following:
 - a. Drugs must be stored in a locked cabinet or storage area.
 - b. Drugs may not be stored on the floor. (Storage of drugs on pallets is acceptable.)

SUBJECT: SUPPLY AND RESUPPLY OF DESIGNATED
EMS PROVIDER UNITS/VEHICLES

(PARAMEDIC)
REFERENCE NO. 701

- c. Antiseptics and disinfectants must be stored separately from internal and injectable medications.
 - d. Flammable substances, e.g., alcohol, must be stored in accordance with local fire codes.
 - e. Storage area is maintained within a temperature range that will maintain the integrity, stability and effectiveness of drugs.
6. A mechanism for procuring, storing, distributing and accounting for morphine and diazepam that is consistent with the requirements outlined in Ref. No. 702, Controlled Drugs Carried on ALS Units.

CROSS REFERENCES:

Prehospital Care Policy Manual:

- Ref. No. 702, Controlled Drugs Carried on ALS Units
- Ref. No. 703, ALS Unit Inventory
- Ref. No. 704, Assessment Unit Inventory

CONTRACTOR'S EEO CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	()	()
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	()	()
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	()	()
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables:	()	()

Signature

Date

Name and Title of Signer (please print)

PRINCIPAL OWNER INFORMATION FORM

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders or proposers for County contracts provide directly to the CSSD information concerning their "Principal Owners," that is, those natural persons who own an interest of 10 percent or more in the Contractor. For each "Principal Owner," the information which must be provided to the CSSD is: 1) the Principal Owner's name, 2) his or her title, and 3) whether or not the Contractor has made a payment of any sort to the Principal Owner.

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE CSSD AT THE ADDRESS OR FAX NUMBER SHOWN BELOW ON OR BEFORE THE DATE YOU SUBMIT A BID OR PROPOSAL TO A COUNTY DEPARTMENT. MAINTAIN DOCUMENTATION OF SUBMISSION. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

In addition, bidders or proposers must certify to the soliciting County department that they are in full compliance with the Program requirements by submitting the Child Support Compliance Program Certification along with the bid or proposal.

To: Child Support Services Department
Special Projects
P.O. Box 911009
Los Angeles, CA 90091-1009
FAX: (323) 869-0634

Telephone: (323) 832-7277 or (323) 832-7276

Contractor or Association Name as Shown on Bid or Proposal: _____

Contractor or Associated Member Name, if Contractor is an Association: _____

Contractor or Associated Member Address: _____

Telephone: _____ FAX: _____

County Department Receiving Bid or Proposal: _____

Type of Goods or Services To Be Provided: _____

Contract or Purchase Order No. (if applicable): _____

Principal Owners: Please check appropriate box. If box I is checked, no further information is required. Please sign and date the form below.

- I. ☐ No natural person owns an interest of 10 percent or more in this Contractor.
II. ☐ Required principal owner information is provided below. (Use a separate sheet if necessary.)

	Name of Principal Owner	Title	Payment Received From Contractor	
1.	_____	_____	_____	[YES] [NO]
2.	_____	_____	_____	[YES] [NO]
3.	_____	_____	_____	[YES] [NO]

I declare under penalty of perjury that the foregoing information is true and correct.

By: _____

Date: _____

(Signature of a principal owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

(Print Name)

(Title/Position)

Revised 3/7/2002

CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders or proposers for County contracts submit certifications of Program compliance to the soliciting County department along with their bids or proposals. (In an emergency procurement, as determined by the soliciting County department, these certifications may be provided immediately following the procurement.)

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE SOLICITING COUNTY DEPARTMENT ALONG WITH YOUR BID OR PROPOSAL. IN ADDITION, PROVIDE A COPY TO THE CSSD AT THE ADDRESS OR FAX NUMBER SHOWN BELOW. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

I, (print name as shown in bid or proposal) _____, hereby submit this certification to the (County department) _____, pursuant to the provisions of County Code Section 2.200.060, and hereby certify that (contractor or association name as shown in bid or proposal) _____, an independently-owned or franchiser-owned business (circle one), located at (contractor or, if an association, associated member address) _____

is in compliance with Los Angeles County's Child Support Compliance Program and has met the following requirements:

- 1) Submitted a completed Principal Owner Information Form to the CSSD;
- 2) Fully complied with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and/or California Unemployment Insurance Code Section 1088.5 and will continue to comply with such reporting requirements;
- 3) Fully complied with all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b) or pursuant to applicable provisions of the Uniform Interstate Family Support Act, and will continue to comply with such Orders or Notices.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____
(Month and Year)

at: _____
(City/State) _____ (Telephone No.) _____

by: _____

(Signature of a principal owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

Copy to: Child Support Services Department
P.O. Box 911009
Los Angeles, CA 90091-1009
FAX: (323) 869-0634
Telephone: (323) 832-7277 or (323) 832-7276

DEPARTMENT OF HEALTH SERVICES
COUNTY OF LOS ANGELES

SUBJECT: CONTROLLED DRUGS CARRIED ON ALS UNITS

(PARAMEDIC)
REFERENCE NO. 702

PURPOSE: To ensure accountability for all controlled drugs issued to ALS units.

AUTHORITY: Health and Safety Code, Chapter 5, Section 1797.220 and 1798
California Business and Professions Code, Section 4005 and 4119(4)(5)
Title 21, Code of Federal Regulations, Section 1301.71
Pharmaceutical Service—Controlled Drugs

PRINCIPLES:

1. Effective controls and procedures are essential to guard against theft and diversion of controlled substances due to the risks associated with mishandling these drugs.
2. Controlled drugs will be restocked only with a full account of drugs administered, wasted, or lost.
3. Controlled drugs issued from County-operated pharmacies are intended for use within Los Angeles County except as otherwise specified in this policy. County-issued controlled drugs remain the property of Los Angeles County after being issued to paramedic provider agencies and when carried on ALS units.

QUANTITIES OF CONTROLLED DRUGS TO BE CARRIED ON ALS UNITS:

Morphine sulfate: 10mg unit dose, minimum amount 30mg not to exceed 60mg unless otherwise approved by the EMS Agency Medical Director, the Provider Agency Medical Director or as dictated by supply. Ten-milligram, pre-filled syringes are preferred but ampules or vials may be used if those are the only forms available.

Diazepam (Valium®): 10mg unit dose, minimum amount 20mg not to exceed 50mg unless otherwise approved by the EMS Agency Medical Director, the Provider Agency Medical Director or as dictated by supply. Ten-milligram, pre-filled syringes are preferred but ampules or vials may be used if those are the only forms available.

POLICY:


- I. Provider Agencies May Obtain Controlled Drugs Through:
 - A. A County operated hospital pharmacy utilizing the procedure outlined in this policy.
 - B. The Provider Agency's Medical Director or other authorized physician who meets the qualifications of Reference No. 411, Provider Agency Medical Director, if they agree to authorize such procurement.

EFFECTIVE: 1-7-98

REVISED: 10-1-07

SUPERSEDES: 1-1-06

APPROVED:


Director, EMS Agency


Medical Director, EMS Agency

SUBJECT: CONTROLLED DRUGS CARRIED ON ALS UNITS

REFERENCE NO. 702

II. Controlled Drug Resupply Through a County Operated Hospital:

A. County (EMS Agency) responsibilities:

1. Assign each provider agency that chooses to resupply controlled drugs through a County-operated hospital to one or more County facilities.
2. Supply each provider agency with a locked bag in which to store controlled drugs while in transit between the pharmacy and the provider agency.
3. Resupply controlled drugs on a one-for-one basis utilizing the procedure outlined in this policy.
4. Report the theft or loss of any controlled substances to the issuing pharmacy, whether or not the controlled substances are subsequently recovered and/or the responsible parties are identified and action taken against them.

B. Provider Agency Responsibilities:

1. Provide the County pharmacists with the names and original signatures of individuals authorized to pick up and transport controlled drugs.
 - a. Submit a single list of names (not copies of drivers' licenses or other ID cards) on departmental or company letterhead.
 - b. Update the list annually, no later than June 30th, and provide a copy to the EMS Agency.
2. Identify, in the provider agency's internal policy, one or more individuals responsible for the key to the controlled drug transit bag. The County pharmacist will maintain a second key at the pharmacy.
3. Ensure that controlled drugs are not accessible to unauthorized personnel. Ensure adequate security to guard against theft and diversion during controlled drug transport and distribution.
4. Utilize County-issued controlled drugs outside of Los Angeles County only in the event of wildfires, disasters, terrorist responses or other unanticipated events.
5. Restock controlled drugs only from the assigned Department of Health Services (DHS) pharmacy to prevent intermingling of controlled drug stock.

C. Replacement Procedure for Controlled Drugs Administered in the Field:

1. Providers shall:
 - a. Present the blue copy of the EMS Report Form for each patient to whom a controlled drug was administered.

SUBJECT: CONTROLLED DRUGS CARRIED ON ALS UNITS

REFERENCE NO. 702

-
- b. Present a photo identification (employee ID, driver's license, etc.) to verify identity at the pharmacy.
 - 2. Pharmacists shall:
 - a. Stamp and initial the blue copy of the EMS Report Form utilizing the EMS Agency-issued stamp.
 - b. Replace the controlled drugs utilizing the locked transport bag.
 - c. Return the blue copy to provider agency personnel.
 - D. Replacement Procedure for Missing, Broken, Lost or Expired Controlled Drugs:
 - 1. Provider agencies shall:
 - a. Complete Reference No. 702.1, Missing/Expired Controlled Drug Pharmacy Reporting Form, and maintain a copy in the provider agency's controlled drug file.
 - b. Present the completed Reference No. 702.1 to the issuing pharmacy along with the expired drug(s) for disposal in accordance with all applicable state and federal regulations.
 - 2. Pharmacists shall:

Replace the controlled drug following their facility's approved procedure.
 - E. Replacement Procedure when the Blue Copy of the EMS Report Form is Missing:
 - 1. Paramedics shall notify the on-duty captain that the blue copy is missing and write an incident report that:
 - a. Describes what happened to the Blue Copy of the form.
 - b. Is signed and dated by the involved paramedics, the on-duty captain and the battalion chief.
 - 2. The incident report and a copy of the EMS Report Form shall be forwarded to the paramedic coordinator or the individual responsible for controlled drug procurement.
 - 3. The paramedic coordinator/responsible individual shall review the documents and hand deliver copies to the EMS Agency.
 - 4. EMS Agency staff shall review the documents and generate a letter to the provider agency's assigned County pharmacy authorizing replacement of the controlled drugs. The original copy of the authorization, which expires in 14 days, is handed to the paramedic coordinator/responsible individual to carry to the pharmacy.

SUBJECT: CONTROLLED DRUGS CARRIED ON ALS UNITS

REFERENCE NO. 702

III. Controlled Drug Replacement Through a Non County Supplier:

- A. Provider agencies shall develop policies and procedures, approved by the medical director or other authorized physician, to ensure that all controlled drugs are obtained, maintained, and distributed in a secure manner.
- B. Such policies and procedures shall be submitted to the EMS Agency for review and approval.
- C. Any subsequent changes to policies and procedures must be submitted to the EMS Agency for review and approval. If the Medical Director of the EMS Agency identifies concerns about controlled drug procurement, storage or security procedures as outlined in the provider agency policy, they shall contact the Provider Agency Medical Director to discuss the identified concern.

IV. Controlled Drug Security

- A. Controlled drug security requirements apply to all provider agencies, whether drugs are ordered under the Provider Agency Medical Director or the Medical Director of the EMS Agency.
- B. Paramedics assigned to an advanced life support (ALS) unit shall be responsible for maintaining the correct controlled drug inventory for their assigned unit at all times.
- C. Controlled drugs shall not be stored in any location other than on ALS units unless authorized by the EMS Agency. Provider agencies authorized by the EMS Agency to store controlled drugs off the ALS unit shall specify in their internal policy the location, security, access and procedure for obtaining drugs from the controlled drug cache.
- D. Morphine and diazepam shall be secured on the ALS units under double lock.
- E. Daily Inventory Procedures
 - 1. Controlled drugs shall be inventoried by two paramedics at least daily and anytime there is a change in personnel.
 - 2. The key to access controlled drugs shall be in the custody of the individual who performed the inventory.
 - 3. The Daily Controlled Drug and Key Inventory Form, Reference No. 702.2 or its equivalent, shall be co-signed with the names of the relinquishing and the receiving paramedic. Entries shall be in blue or black ink only.

NOTE: Errors shall be corrected by drawing a single line through the incorrect wording; the writing underneath the single line must remain readable. The individual making the change should initial adjacent to their correction. Correction fluid or other erasure material is not permitted.

- 4. The Daily Controlled Drug and Key Inventory Form, Reference No. 702.2 or its equivalent, must be maintained by the provider agency for a minimum of

SUBJECT: CONTROLLED DRUGS CARRIED ON ALS UNITS

REFERENCE NO. 702

three years. An entry shall be made on this form for each of the following situations:

- a. Change of shift.
- b. Addition of narcotics to inventory.
- c. Any time there is a change of responsible personnel

NOTE: Units authorized to participate in the 1:1 Staffing Program for Interfacility Transports are required to inventory controlled drugs at the end of the specified shift, when two paramedics are available to count and co-sign for the drugs.

- 5. Provider agencies that restock controlled drugs from County operated pharmacies shall forward copies of Reference No. 702.2, Monthly Controlled Drug Storage Inspection Form or its equivalent, to their assigned DHS pharmacy no later than the 30th of the following month.

F. Loss of Controlled Substances

1. Issued by a County Operated Pharmacy

- a. Any loss of controlled substances or discrepancy in the controlled drug count is to be reported within 24 hours to the Department of Health (DHS) pharmacy that supplied the drugs. The follow up paperwork shall be submitted within five business days.
- b. Any loss or discrepancy shall also be reported to the paramedic coordinator, the EMS Agency, and the Provider Agency Medical Director or other authorized physician.
- c. Any loss of controlled substances shall be documented on Reference No. 702.1, Missing/Expired Controlled Drug Pharmacy Reporting Form, and shall initiate supervisory review at the involved provider agency. The original of the completed form will be presented to the DHS pharmacy that dispensed the drugs.
- d. If a provider agency's internal investigation into a controlled drug loss exceeds thirty days, the provider shall submit a status update to the issuing DHS pharmacy and the EMS Agency at the 30th day.

2. Authorized by a Provider Agency Medical Director

- a. Any loss or discrepancy shall be reported within 24 hours to the paramedic coordinator, the EMS Agency, and the authorizing Provider Agency Medical Director.
- b. Any loss shall initiate supervisory review at the involved provider agency. If a provider agency's internal investigation into a controlled drug loss exceeds 30 days, the provider shall submit a status update to the Provider Agency Medical Director and the EMS Agency.

SUBJECT: CONTROLLED DRUGS CARRIED ON ALS UNITS

REFERENCE NO. 702

V. Record Keeping

- A. All controlled drugs issued to a provider agency must be accounted for. The provider agency shall retain a copy of the EMS Report Form for each patient to whom a controlled drug was administered and maintain it with any completed Missing/Expired Controlled Drug Reporting Forms, drug orders, invoices or other associated documentation in a separate file for a minimum of three years.
- B. Each controlled drug use must be documented on the EMS Report Form. If the total amount of the drug is not administered, the remaining amount shall be wasted at the receiving facility. Wasted narcotics (partial or whole) must be documented in the "Narcotic Waste/Witness" section of the EMS Report Form, including the amount wasted and the witness at the receiving hospital's printed name and signature (registered nurse, physician, pharmacist).
- C. In addition to the local EMS Agency and the provider agency, controlled drug inventories and logs are subject to inspection by the issuing pharmacy, the California Board of Pharmacy, and agents of the Bureau of Narcotic Enforcement Administration of the Department of Justice, Federal Drug Enforcement Administration.

CROSS REFERENCES:

Prehospital Care Policy Manual:

- Reference No. 411, Provider Agency Medical Director
- Reference No. 606, Documentation of Prehospital Care
- Reference No. 701, Supply and Resupply of Designated EMS Provider Units/Vehicle
- Reference No. 702.1, Missing/Expired Controlled Drug Pharmacy Reporting Form
- Reference No. 702.2, Daily Controlled Drug and Key Inventory Form (Page 1 of 2)
Monthly Drug Storage Inspection Form (Page 2 of 2)
- Reference No. 702.3, County Operated Pharmacy Contact Numbers for Reporting Loss of Controlled Drugs

DEPARTMENT OF HEALTH SERVICES
COUNTY OF LOS ANGELES

SUBJECT: MISSING/EXPIRED CONTROLLED DRUG
PHARMACY REPORTING FORM

Reference No. 702.1

1. Provider Agency _____ Unit number _____

2. Request for exchange of EXPIRED drugs:

Drug	# syringes or equivalent	Strength	Total mg.
Diazepam			
Morphine Sulfate			

3. Request for replacement. Item is: (CIRCLE ONE) Missing/Broken

Drug	# syringes or equivalent	Strength	Total mg.
Diazepam			
Morphine Sulfate			

4. Date and time narcotic and/or inventory form loss was discovered: __/__/__ @ __:__

5. Print name and title of individual(s) who discovered the narcotic or inventory form loss:

4. If missing, provide a brief description of the incident: _____

6. Print name/title of person completing this form _____

Signature _____ Date completed: __/__/__

7. Paramedic Coordinator's signature _____

FOR PHARMACY USE ONLY

Replaced: Diazepam # syringes or equivalent: _____ Total mg: _____
MS # syringes or equivalent: _____ Total mg: _____

Pharmacist: _____ Date: _____ Time: _____

Lost narcotic number: _____

REFERENCE NO. 702.2

SUBJECT: DAILY CONTROLLED DRUG AND KEY INVENTORY FORM

Provider Agency: _____

ALS Unit: _____

[illegible]

DEPARTMENT OF HEALTH SERVICES
COUNTY OF LOS ANGELES

REFERENCE NO. 702.2

SUBJECT: MONTHLY DRUG STORAGE INSPECTION FORM

Provider Agency: _____ ALS Unit: _____

Date/Time Monthly Drug Storage Inspection Form conducted: _____

Verify the following items:	YES	NO
1. Controlled substances are adequately locked and secured.		
2. Expiration dates were verified. Indicate any expired medications: _____		
3. Controlled substance physical inventory count match documentation.		
4. All forms complete and legible including:		
a. RN signatures and license numbers clearly displayed.		
b. Paramedic signatures and license numbers clearly displayed.		
c. Name of drug and amount wasted clearly noted.		
Other Findings:		
Recommendations:		
Actions Taken:		
Comments:		
INSPECTOR'S NAME/TITLE:		
INSPECTOR'S SIGNATURE		

DEPARTMENT OF HEALTH SERVICES
COUNTY OF LOS ANGELES

SUBJECT: DISASTER PHARMACEUTICAL CACHES
CARRIED BY FIRST RESPONDERS

(PARAMEDIC/EMT-I)
REFERENCE NO. 1104

PURPOSE: To ensure accessibility to and accountability for disaster pharmaceutical caches carried by first responders.

AUTHORITY: Health and Safety Code, Chapter 5, Section 1798
Title 22, California Code of Regulations, Section 72369

PRINCIPLE:

To ensure terrorism preparedness in Los Angeles County, the Emergency Medical Services Authority approved an expanded scope of practice for paramedics to stock and use certain disaster pharmaceuticals.

POLICY:

I. Disaster Pharmaceutical Cache (DPC) for Patient Use:

A. Quantity

Each DPC will contain the following pharmaceuticals:

Mark 1 kits: a minimum of 30 auto injectors for treatment of patients
Amyl nitrite: a minimum of 36 ampules for treatment of patients
Atropen 1.0 mg: a minimum of 12 for treatment of patients
Pediatric Atropen 0.5 mg: a minimum of 12 for treatment of patients

B. Procurement

1. Initial stocking of all two paramedic vehicles with a DPC was completed in 2002, by the Emergency Medical Services (EMS) Agency.
2. DPC re-supply and initial stocking of additional two-paramedic units will be through the Provider Agency purchasing entity and its medical advisor.

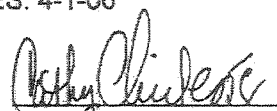
C. Disaster Pharmaceutical Cache Security


1. Paramedics assigned to an ALS unit shall be responsible for maintaining the correct DPC inventory for their assigned unit at all times.
2. Amyl nitrite, Mark 1 kits and Atropens for patient use will be stored in the locked DPC case.

EFFECTIVE: 9-1-03
REVISED: 11-15-07
SUPERSEDES: 4-1-06

PAGE 1 OF 2

APPROVED:


Director, EMS Agency


Medical Director, EMS Agency

**SUBJECT: DISASTER PHARMACEUTICAL CACHES
CARRIED BY FIRST RESPONDERS**

-
- a. The DPC will be inventoried with other controlled drugs on a daily basis.
 - b. The inventory will consist of verifying the lock number on the DPC case and recording the number on Reference No. 702.2, Daily Controlled Drug and Key Inventory Form, or its equivalent.
 - c. Whenever the lock is changed, broken or the lock number does not match the previous recorded lock number; a manual count of the DPC contents shall be conducted and recorded.
 - d. Any discrepancies in the drug count shall be reported to the paramedic coordinator, the EMS Agency, and the issuing agent (the Provider Agency Medical Advisor or other authorized physician) by completing Reference No. 702.1, Missing/Expired Controlled Drug Pharmacy Reporting Form, or its equivalent.

CROSS REFERENCES:

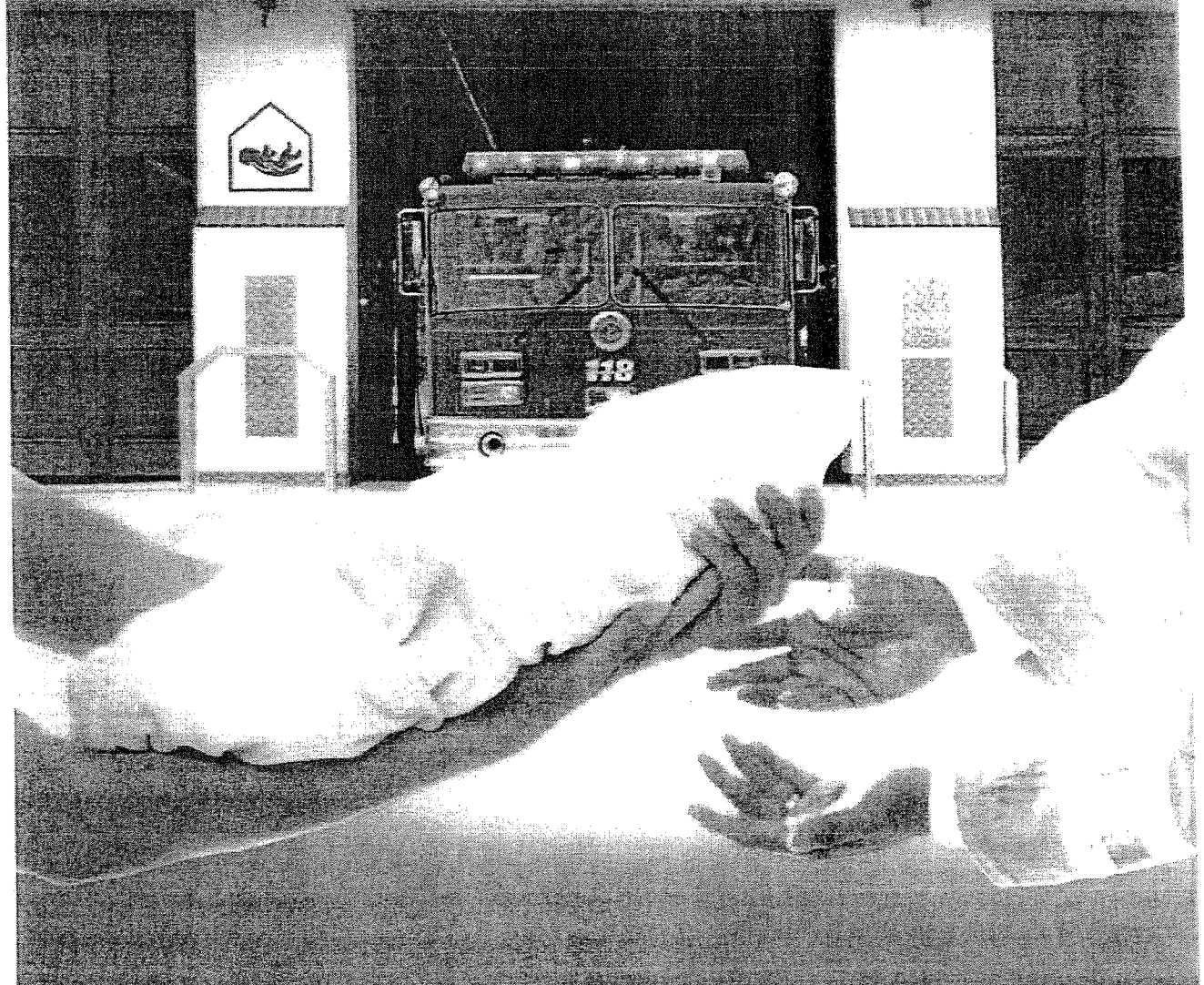
Prehospital Care Policy Manual:

Ref. No. 519, **Management of Multiple Casualty Incidents**
Ref. No. 701, **Supply and Resupply of Designated EMS Provider Units/Vehicles**
Ref. No. 702, **Controlled Drugs Carried On ALS Units**
Ref. No. 702.1, **Missing/Expired Controlled Drug Pharmacy Reporting Form**
Ref. No. 702.2, **Daily Controlled Drug and Key Inventory Form**
Ref. No. 807, **Medical Control During Hazardous Material Exposure**
Ref. No. 1106, **Mobilization of Local Pharmaceutical Caches (LPCs)**
Ref. No. 1108, **CHEMPACK Deployment for Nerve Agent Release**

Medical Guidelines:

Base Hospital Treatment Guidelines, E3, Hazardous Chemical Agent Emergency
Communication Failure Protocols, E3, Hazardous Chemical Agent Emergency

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-8123

www.babysafe.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

In Los Angeles County: 1-877-BABY SAFE 1-877-222-3723

www.babysafela.org

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

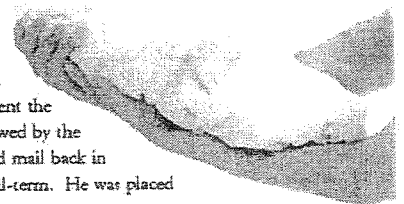
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

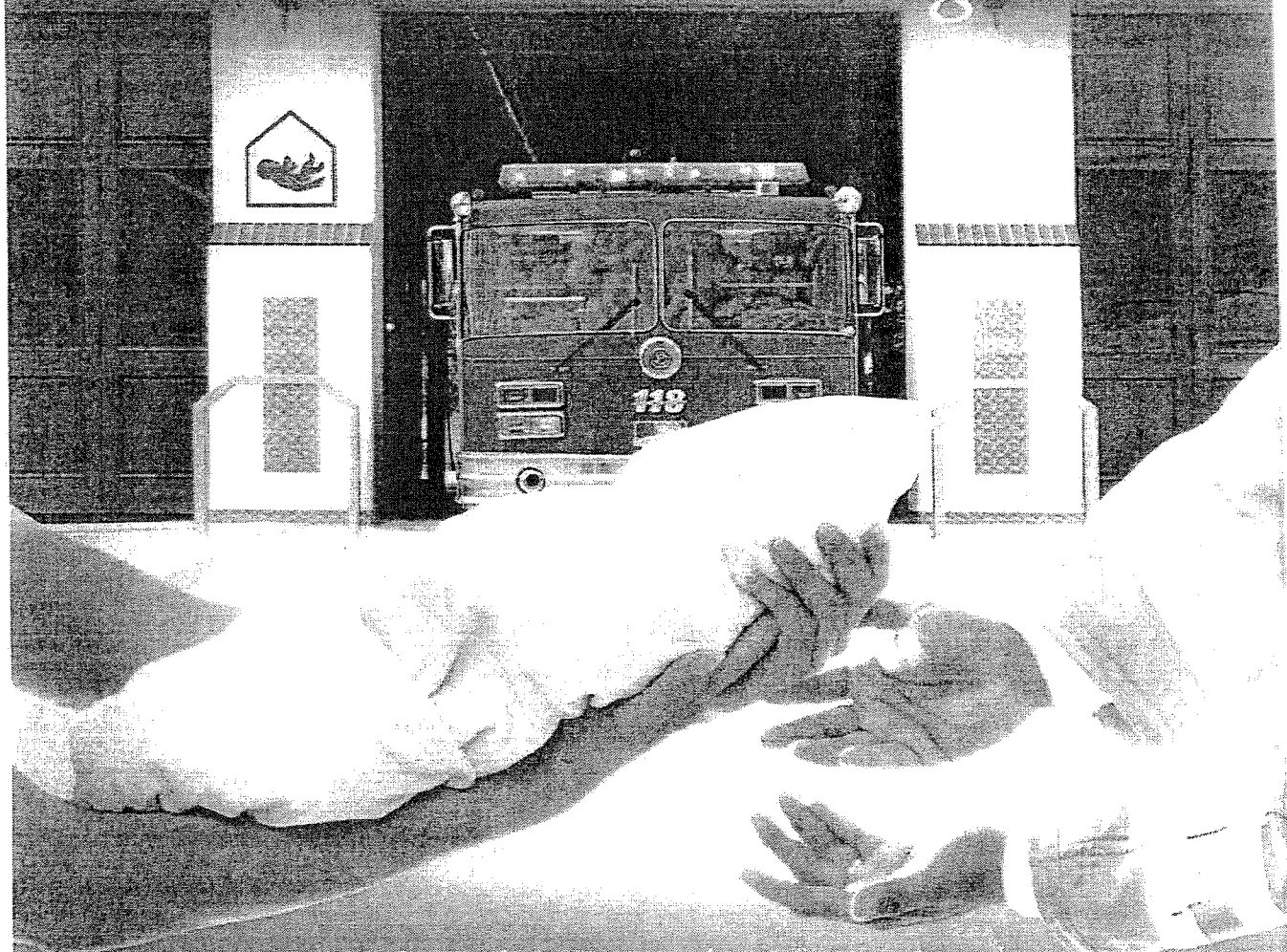
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Angeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-8723

www.babysafe.org



En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-272-4723

www.babysafe.la.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

